



To enrich lives through effective and caring service



October 14, 2008

Santos H. Kreimann
Acting Director

Kerry Silverstrom
Chief Deputy

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**APPROVAL OF CONTRACTS FOR COMMERCIAL REAL PROPERTY
APPRAISAL SERVICES
(SUPERVISORIAL DISTRICTS 3 AND 4)
(3 VOTES)**

SUBJECT

This action is to award five (5) contracts for commercial real property appraisal services pertaining to Marina del Rey and County owned/operated beaches.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that the proposed action is not subject to the California Environmental Quality Act, as it does not meet the definition of a "Project" under Section 15378.
2. Approve award of and instruct the Chair to sign three year (3) contracts with two (2) one-year options with Hendrickson Appraisal Company, Inc., R.P. Laurain & Associates, George Hamilton Jones, Inc., Integra Realty Resources and Parkcenter Realty Advisors for commercial real property appraisal services pertaining to Marina del Rey and County owned/operated beaches, effective on the date of your Board's approval, in an amount not to exceed \$125,000 in aggregate during any contract year.
3. Authorize the Acting Director of the Department of Beaches and Harbors to increase the contract amount not subject to reimbursement from lessees or other third parties by up to 20% (\$25,000) in any of the contract years or optional extension periods for any additional or unforeseen services within the scope of these contracts.
4. Authorize the Acting Director of the Department of Beaches and Harbors to exercise the two (2) contract renewal options for each or any contract, if in the opinion of the

Acting Director, each or any contractor has successfully performed the services during the previous contract period and the services are still required.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of these proposed contracts in substantially the same form as Attachment I with the five (5) recommended proposers provided in Attachment II will enable the Department of Beaches and Harbors (Department) to continue to retain commercial real property appraisal services on an as-needed basis. With approximately 60 major ground leases in Marina del Rey, the leased properties must be periodically reappraised in connection with the adjustment of rents. As the leases provide for the renegotiation of rents payable to the County every ten (10) years, it is essential to retain the services of commercial real property appraisers to perform appraisals upon which we base our positions for rental renegotiations and/or arbitrations. Maintaining these services will ensure the County continues to receive fair market rental value from Marina del Rey leases.

Additionally, pursuant to the Marina del Rey Asset Management Strategy (AMS) approved by your Board on April 15, 1997, the Department is required to secure comprehensive appraisals for each new Marina del Rey lease or lease extension that is brought to your Board for consideration. Accordingly, it is essential to retain the services of commercial real property appraisers to perform appraisals in connection with the negotiation of new or extended leases.

Implementation of Strategic Plan Goals

The services provided by the five (5) appraisers will promote and further the Board approved Strategic Plan Goals of Service Excellence (Goal 1), enabling the Department to renegotiate or arbitrate rents and to process new or amended leases that enable leasehold enhancements and/or redevelopment, and Fiscal Responsibility (Goal 4), strengthening the County's fiscal capacity by ensuring that the County receives fair market rental value for its properties in Marina del Rey.

FISCAL IMPACT/FINANCING

The total compensation for all County-funded commercial real property appraisal services shall not exceed \$125,000 in the aggregate in any contract year or optional year. This amount may be supplemented to the extent that a lessee or other third party is obligated to reimburse the County for its appraisal expenses pursuant to the Process for Managing Marina del Rey Leasehold Extension Proposals, as approved by your Board on March 21, 1995. The contracts also provide that the Acting Director of the Department (Director) may

increase the maximum annual amount of compensation by up to 20% in any year of the contracts or any extension period, for any additional or unforeseen services within the scope of the contracts.

Each contract is written with a \$125,000 annual limit as to County-funded fees for appraisal services in order to provide maximum flexibility in determining how much work (within the \$125,000 aggregate total limit) to provide each consultant. Such fees will be payable based on hourly billings at specified contract rates. No increases of any quoted hourly rates shall be given during the term of the contracts or any extension period.

Operational Budget Impact

There is sufficient appropriation in the Marina budget unit of the Department's Fiscal Year 2008-09 Adopted Budget for these appraisal services.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The term of each contract being recommended to your Board is three (3) years, with a provision in each whereby the Director may extend the contract for up to two (2) one-year option periods after the initial three year (3) period, for a maximum contract term of five (5) years. The contracts will commence on the date of approval by your Board.

The contracts contain the County's standard provisions regarding contractor obligations and are in compliance with all Board, Chief Executive Office and County Counsel requirements.

The contracts are not subject to the County's Living Wage Ordinance because the services are on an as-needed basis and are of a technical and intermittent nature.

The contracts have been approved as to form by County Counsel. The CEO's Risk Management Division has approved the insurance coverage, indemnification and liability provisions included in the contracts.

ENVIRONMENTAL DOCUMENTATION

The recommended services for these contracts are not subject to the provisions of the California Environmental Quality Act (CEQA) pursuant to Section 15061(b) (3) of the CEQA guidelines.

CONTRACTING PROCESS

The Department issued a Request for Proposals (RFP) on June 11, 2008 seeking qualified vendors to provide commercial real property appraisal services. This contract solicitation was advertised in the Los Angeles Times, Eastside Sun, Lynwood Journal, Daily Breeze, Culver City News, Los Angeles Daily News, Compton Bulletin, Santa Monica Daily Press and the LA Watts Times. The opportunity was also advertised on the "Doing Business with the County" Internet site, as well as the Department's own Internet site. The RFP was also available for download on the LA County Online web page. The RFP was sent out by direct mail to 41 appraisal firms.

Eight (8) firms submitted proposals. All eight (8) proposals met the RFP's minimum requirements and were evaluated by a three-person (3) evaluation committee composed of two (2) staff members from the Department's Asset Management Division and one (1) staff member from the Chief Executive Office. The proposals were evaluated based on a weighted average of: (1) proposer's experience, including specialized experience (30%); (2) qualifications as an expert witness (30%); (3) proposer's work plan (10%); and (4) price (30%). Of the eight (8) proposers evaluated, the committee determined that the five (5) highest ranking proposers have the ability, experience and resources to provide the Department with quality appraisal services.

Three (3) of the five (5) contractors being recommended for award of this contract are current contractors of the Department, whose services along with the other two (2) contractors will ensure continuity and flexibility in the services delivered to the Department. The use of five (5) contractors in appropriate situations will allow the Department to respond to its many and varied responsibilities in the most economical and professional manner.

Attachment III details the minority and gender composition of the qualifying firms. On final analysis and consideration of this contract award, the recommended proposers were selected without regard to gender, race, creed or color.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The Department has contracted for these commercial real property appraisal services for over 20 years and these contracts will continue that practice.

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CONCLUSION

Instruct the Executive Officer of the Board to send four (4) conformed copies of each contract to the Department of Beaches and Harbors, along with three (3) approved copies of this letter.

Respectfully submitted,

Kerry Silverstrom
for

Santos H. Kreimann, Acting Director

SHK:nt

Attachments (3)

c: County Counsel
Chief Executive Officer

LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS
CONTRACT FOR COMMERCIAL REAL PROPERTY APPRAISAL SERVICES

PART ONE – GENERAL CONDITIONS

1.1 INTRODUCTION

1.1.1 Parties. This Contract is entered into by and between the County of Los Angeles (the "County") and _____ (the "Contractor").

1.1.2 Recitals. The Contract is intended to integrate within one document the terms for the commercial real property appraisal services to be performed for the County by the Contractor. The Contractor represents to the County that the express representations, certifications, assurances and warranties given in this Contract, including but not limited to those in Sections 3.2, 3.3, 3.4, 3.6, 3.21 and 3.31 and in Form P-1 (Offer to Perform), and Form P-2 (Proposer's Work Plan), are true and correct. The Contractor further represents that the express representations, certifications, assurances and warranties given by the Contractor in response to the Request for Proposals are true and correct, including but not limited to Forms P-3, P-4, P-5, P-7 and P-8 submitted with the Contractor's Proposal.

1.1.3 Effective Date. The effective date of this Contract shall be the later of October 8, 2008 or the date of Board approval.

1.1.4 Contract Provisions. The Contract is comprised of this Part 1 (General Conditions), Part 2 (Statement of Work), Part 3 (Standard Contract Terms and Conditions), Exhibit 1 (Work Order), Form P-1 (Proposal: Offer to Perform), and Form P-2 (Work Plan), all of which are attached to this Contract and incorporated by reference. It is the intention of the parties that when reference is made in this Contract to the language of the request for Proposals (RFP), the Exhibits or the Proposal, such language shall be deemed incorporated in the Contract as if fully set forth. To the extent there is any inconsistency between the language in Forms P-1 and P-2 and any other part of the Contract, the language of such other part of the Contract shall prevail.

1.1.5 Work to be Performed. Contractor shall perform the work set forth in Part Two and Form P-2.

1.1.6 Rescission. The County may rescind the Contract for the Contractor's misrepresentation of the matters mentioned in Section 1.1.2. In the Case of a misrepresentation of the facts set forth in Section 3.6, a penalty may be assessed in the amount of the fee paid by the Contractor to a third person for the award of the Contract.

1.1.7 Supplemental Documents. Prior to commencing services under the Contract, the selected Proposer shall provide the Contract Administrator with satisfactory written proof of insurance complying with Section 3.9.

1.2 INTERPRETATION OF RFP

1.2.1 Headings. The headings contained in the Contract are for convenience and reference only. They are not intended to define or limit the scope of any provision of the Contract.

1.2.2 Definitions. The following word shall be construed to have the following meanings, unless otherwise apparent from the context in which they are used.

Board, Board of Supervisors. The Board of Supervisors of Los Angeles County.

Chief, Asset Management Division. The Chief of the Department's Asset Management Division.

Chief Deputy. The Chief Deputy of the Department.

Contract. An agreement for performance of the work between the selected Proposer and the County, approved by the Board of Supervisors, which incorporates the items enumerated in Section 1.1.4.

Contract Administrator. The Chief, Asset Management Division or designee.

Contractor. The Proposer whose Proposal is accepted by the Board of Supervisors for performance of the Contract work.

Contract Year. The twelve-month period commencing on the later of October 8, 2008 or the first day following approval of the Contract by the Board of Supervisors and each succeeding twelve-month period over the remaining term of the Contract, including the optional years.

County. The County of Los Angeles.

County Counsel. The Los Angeles County Counsel.

Department. The Los Angeles County Department of Beaches and Harbors.

Director. The Director of the Department.

Offer to Perform. Form P-1 of the Contract.

Performance Standard. The essential terms and conditions for the performance of the Contract work as defined in the Contract.

Proposer. Any person or entity authorized to conduct business in California who submits a Proposal.

Request for Proposals (RFP). The solicitation to this Contract issued June 11, 2008.

Subcontractor. A person, partnership, company, corporation, or other organization furnishing supplies or services of any nature, equipment, or materials to the Contractor, at any tier, under written agreement.

Work Order. An agreement, subordinate to the Contract, incorporating all of its terms and conditions, by which the Contractor is authorized to perform specific tasks outlined in the Description of Work. See Exhibit 1.

1.3 CONTRACT TERM

1.3.1 Initial Term. The initial Contract term shall commence on the later of October 8, 2008 or the date of approval of the Contract by the Board of Supervisors and end on the later of July 31, 2010 or three years from the date of approval by the Board of Supervisors.

1.3.2 Two One-Year Extension Offers. If the Director determines that it is in the interest of the County to do so, he may offer to grant up to two one-year extensions of the Contract term. The Director may exercise the first option by notifying the Contractor in writing before the Contract expiration date. The Director may exercise the second option by notifying the Contractor in writing before the expiration of the first optional Contract Year. Should the Contractor fail to accept or decline the Director's offer in writing before the expiration date of the Contract term or optional Contract Year or within 30 days, whichever is earlier, the offer shall be deemed revoked.

1.3.3 Extension to Complete Work Order. The Director or other person authorized to issue a Work Order as described in Section 1.4.3 may extend the Contract term or any optional Contract Year on a month-to-month basis subject to the Contract's terms and conditions, but only to allow the Contractor to complete a Work Order approved before the expiration of the Contract term or the applicable optional Contract Year. Such extensions are further subject to the availability of funds in the Department's budget. Up to 12 such one-month extensions may be granted, which shall be effective only if executed in writing by the Director or other person authorized to issue a Work Order as described in Section 1.4.3.

1.3.4 Survival of Obligations. Notwithstanding the stated term of the Contract, some obligations assumed in the Contract shall survive its termination, such as, but not limited to, the Contractor's obligation to retain and allow inspection by the County of its books, records and accounts relating to its performance of the Contract work.

1.4 COMPENSATION

1.4.1 Contract Sum. The net amount the County shall expend from its own funds during any Contract Year for appraisal services among all Contractors shall not exceed \$125,000. The Contractor understands and agrees that the County may engage other such Contractors and that the County's obligations and payments to these Contractors may in a given Contract Year reduce the portion of the Contract Sum of \$125,000 that may be available to the Contractor. In addition, the County may at its discretion expend any portion, all or none of that

amount. However, aggregate annual payments for appraisal services may exceed the aforementioned \$125,000 to the extent that a lessee or other third party is obligated to reimburse the County for its appraisal expenses.

1.4.2 Increase of Contract Sum by Director. Notwithstanding Section 1.4.1, the Director may, by written notice to the Contractor(s), increase the \$125,000 sum referenced in Section 1.4.1 which is not subject to reimbursement from lessees or other third parties by up to 20 percent in any year of the Contract or optional one-year extension period, subject to the availability of funds in the Department's budget. Such increases shall not be cumulative. In each Contract Year following such an increase, the Contract Sum shall return to the amount stated in Section 1.4.1 unless it is again expressly increased by the Director pursuant to this Section 1.4.2.

1.4.3 Compensation Payable Only Under Work Order at Quoted Hourly Rates. Notwithstanding any other provisions of this Contract, no compensation shall be paid unless and until the Contractor has performed work for the Department in accordance with the terms of a Work Order (Exhibit 1) issued under the Contract and executed by the Director or the Chief Deputy Director. Compensation for all work under a Work Order shall be at Contractor's hourly rate(s) of pay as quoted on Form P-1 with a firm monetary cap, and shall be subject to Sections 1.4.1, 1.4.7 and 3.1.

1.4.4 Preparation of Itemized Estimates, Work Statements and Billing to be Treated as Overhead. Notwithstanding any other provision of the Contract, the time expended by the Contractor in the preparation of invoices shall be treated as overhead, shall not be directly charged in itemized invoices and shall not entitle Contractor to any direct compensation. The parties understand and agree that the Contractor's hourly rates for work performed include an amount which will compensate the Contractor for all labor, equipment, materials, supplies, licenses, registrations, data systems, transportation, telephone expenses, facsimile transmission, photocopying services and other items required for performance of the Contract.

1.4.5 No Increase in Hourly Rate(s) of Compensation. Notwithstanding any increase in the Contractor's salary costs or other

overhead, no increase in the hourly rate(s) of compensation quoted in Form P-1 shall be given during the term of the Contract or any extension period.

1.4.6 Assignment of Work. Some, but not all of the work orders may be bid out among the Contractors based on the number of hours and turn-around time. The selected Contractor shall be paid the lower of the bid amount or the hours actually worked at the applicable hourly rate.

1.4.7 Maximum Compensation Under Work Order. Maximum compensation for each work order shall be determined by the total hours bid on the assignment at the Contractor's hourly rate(s). Each work order shall contain a firm monetary cap, based on the Contractor's hourly rate(s).

1.4.8 Increase in Maximum Compensation Under Work Order. The Director may approve an increase in the maximum compensation specified in a Work Order should he find that the project will require additional hours, an increase in staffing, or other cause to do so. An increase in the maximum number of hours specified in a Work Order shall not increase the Contractor's hourly rate(s) of compensation. Approval of an increase in the maximum number of hours specified in a Work Order shall be effective only if executed in writing by the Director or Chief Deputy, who shall state the reason for the increase.

1.4.9 Extension of Time to Complete Work Order. Approval of an extension of the time for a completion of a Work Order shall be effective only if executed in writing by the Director or Chief Deputy.

1.4.10 Contractor's Invoice Procedures.

1.4.10.1 The Contractor shall submit an invoice to the Department on or before the fifteenth day of each month for compensation earned during the preceding calendar month. The Contractor shall submit two copies of each invoice and shall submit a separate invoice for each Work Order on which it claims payment. Invoices shall identify the Contract number, total hours bid, if applicable, and the name of the Work Order or project. Invoices for services shall be billed on an hourly basis shall itemize dates and hours of work performed, type of work performed, person performing the work, hourly rate for such person,

and other information necessary to calculate the payment for the work.

1.4.10.2 If the Work Order requires delivery of a report or other written product, fifty percent of all amounts due under the Work Order shall be withheld until receipt and acceptance by the CA of the report or other written product. The Contractor's monthly invoice shall show the amount earned subject to such withholding, the deduction for the amount to be withheld, and the net amount currently payable by the County.

1.4.10.3 The County may withhold from payment any amount assessed by the CA which is authorized as a set off, withholding by the terms and conditions of the Contract, including but not limited to liquidated damages pursuant to Section 3.16, County's Remedies for Default.

1.4.10.4 Upon the Department's receipt and the CA's review and approval of the invoice, the County shall pay the net amount currently payable shown on the invoice less any other setoff or deduction authorized by the Contract. Such setoffs and deductions include, but are not limited to, the cost of replacement services.

1.4.10.5 Upon completion of the reports or other written product identified in the Work Order, the Contractor shall deliver them with an invoice for the amounts withheld pending their receipt and acceptance. Upon their receipt and approval by the CA, the County shall pay the amounts withheld, provided that the County's maximum obligation for the Work Order is not exceeded. Approval or rejection of reports and other deliverable items identified in the Work Order shall not be unreasonably withheld and shall not exceed four weeks from the date of their receipt by the County

**LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS
CONTRACT FOR COMMERCIAL REAL PROPERTY APPRAISAL SERVICES**

PART TWO – STATEMENT OF WORK

2.1 GENERAL REQUIREMENTS

2.1.1 Contractor's Work Plan. Subject to all other terms and conditions of the Contract, Contractor shall perform the work and maintain quality control in accordance with the Work Plan and other representations submitted with the Contractor's Proposal.

2.1.2 Materials, Equipment, Labor and Expenses.

2.1.2.1 All materials, equipment and labor to be used in the work shall be furnished by the Contractor at the Contractor's expense.

2.1.2.2 All of Contractor's expenses on account of the work, including but not limited to travel, meals and lodging, printing, photocopying, and faxing shall be borne by the Contractor.

2.1.3 Contractor's Office. The Contractor shall maintain a local address in Southern California where its officers or owners may be contacted personally and by mail.

2.1.4 Communication with Department. The Contractor shall maintain communication systems that will enable the Department to contact the Contractor at all times during regular business hours. The Contractor shall return calls during business hours not later than the next business day and as soon as reasonably possible if the call is designated urgent. The Contractor shall provide an answering service, voicemail or telephone message machine to receive calls at any time Contractor's office is closed.

2.1.5 Contractor to Make Monthly Reports. The Contractor shall report to the CA on a monthly basis in writing, describing the services rendered and matters delivered during the period, the charge for services rendered, the balance remaining under each Work Order and the Contract, and any facts which may jeopardize the completion of each project or any intermediate deadlines.

2.1.6 Contractor to Maintain Files. The Contractor shall maintain copies of files and documents prepared for the Department, including supporting and backup data, and shall deliver copies of the files and documents to the Department upon the CA's request.

2.1.7 Contractor to Prepare Final Project Report. The Contractor shall prepare a final report upon completion of any project assigned by the Department summarizing the Contractor's findings and recommendations in accordance with the CA's instructions.

2.2 PERSONNEL

2.2.1 Contractor's Representative (CR). The Contractor shall designate a full-time employee as Contractor's Representative (CR) who shall be responsible for Contractor's day-to-day activities related to each Work Order and who shall be available to the CA, other County's staff, and County's other outside consultants on reasonable telephone notice each business day and at other times as required by the work. If an individual, the Contractor may designate himself or herself as the Contractor's Representative.

2.2.2 Professional Services. The Contractor shall provide the professional services of the commercial real property appraisal consultants and other professionals identified in the Contractor's Proposal.

2.2.3 Personal Services of Designated Persons Required. In agreeing to engage the Contractor, the County has relied on the Contractor's representation that the individuals identified in Contractor's Proposal will personally perform the professional services required by the Contract. The failure of those persons to render those services shall be deemed a material breach of the Contract for which the County may recover damages. Should it be necessary for the Contractor to substitute an equally qualified professional for an individual named in the Proposal, the Contractor shall request the CA's approval, which shall not be unreasonably withheld.

2.2.4 Assignment of Contract. Notwithstanding any other provision of the Contract, the Contractor may, with the written consent of the Director, assign the Contract to an entity that employs or is owned by one or more of the Contractor's principals.

2.2.5 County Contract Administrator (CA).

2.2.5.1 The Department shall appoint a Contract Administrator (CA) for each Work Order executed under the Contract.

2.2.5.2 The CA will be responsible for ensuring that the objectives of the Contract are met and shall direct the Contractor as to the County's policy, information and procedural requirements.

2.2.5.3 The Contractor's work shall be subject to the CA's acceptance and approval, which shall be neither unreasonably withheld nor dependent on the Contractor's analysis, opinions, or conclusions as long as the analysis meets the standard for thoroughness and care for professional appraisers.

2.2.5.4 The CA is not authorized to make any changes in the terms and conditions of the Contract or to obligate the County in any manner.

2.3 SCOPE OF WORK AND PERFORMANCE STANDARDS.

2.3.1 For those leaseholds on which the rental adjustment is to be determined by a three member appraisal board, in the event of a dispute between the Department and the lessee, the Department may require the Contractor to serve as its nominee to the three member board of appraisers.

2.3.2 For those leaseholds on which the rental adjustment is to be determined by a retired judge in the event of a dispute between the Department and the lessee, the Contractor shall be prepared to testify as the Department's expert witness.

2.3.3 The Contractor shall cooperate with the Department and its attorneys in preparing for any formal or informal dispute resolution process, and shall promptly and readily attend and/or participate in meetings, hearings, telephone conferences, trials and the like when requested by the Department or its attorneys.

The Contractor shall be well prepared to support his or her appraisal and to present evidence on the County's behalf.

2.3.4 The Department may require the Contractor to serve as its confidential consultant with respect to rental readjustment disputes and for any other purpose and may require the Contractor to prepare an appraisal report in connection with such service.

2.3.5 The Contractor shall exercise independent judgment and complete the appraisal assignment in accordance with sound appraisal practices in conformity with the requirements of the Uniform Standards of Professional Appraisal Practice (USPAP) and the Standards of Professional Practice and Code of Professional Ethics of the Appraisal Institute. Appraiser shall accept no other assignments in conflict with these requirements and shall disclose any potential or actual conflict of interest prior to accepting a Work Order.

2.3.6 In appraising a property, the Appraiser shall follow the valuation method prescribed in the Work Order. Typical Marina del Rey lease clauses specifying the manner of computation of percentage rents and minimum rents and describing dispute resolution processes are attached as Exhibit 3.

2.3.7 The Contractor shall complete and submit an original and two copies of the written draft appraisal report and two copies of the final appraisal report no later than the dates specified in the Work Order.

At the minimum, each appraisal report shall address the following:

- Describe the parcel and provide a site map.
- Identify the uses permitted.
- Review and provide a synopsis of the terms, conditions and restrictions of the land and lease.
- Describe the regional and neighborhood Influences on the parcel.
- Describe the improvements of the subject property being appraised and improvements of comparable properties and provide

photos of the same with proper labels and descriptions.

- Correlate the appraisal methods applied using the market approach, when practical, support it with the cost and income approach to valuation whenever feasible, and compare the result with conclusions reached by other appraisal methods as may be dictated in the Work Order.
- Summarize interviews conducted during the appraisal process with a list showing names and titles of informants contacted and the dates and places of the meetings or interviews.
- Discuss the relevant factors and data considered in the analysis.
- Describe the reasoning process, techniques of analysis, and assumptions and computations that were used in the formulation of the valuation opinion expressed, including a detailed explanation of how the empirical and economic data were correlated.
- Express the value of the subject property interest; or in connection with amended and restated leases proposed for certain Marina del Rey leaseholds in connection with a leasehold extension of term and the improvements and changes proposed therewith, the appraiser is to determine whether the return to the County in the form of rent, participation fees, extension fees and other consideration is equivalent to, or greater than fair market value; or as directed by the Work Order.
- Include in the appraisal report a detailed table of contents and a summary of conclusions.
- Number all pages of the report, label the report sections, and use tabs to separate the sections for easy reference.
- The Contractor may also be requested to determine the value of the land and water based upon the land residual appraisal technique, taking into consideration the existing improvements on the land and water and the economic rental of the

improvements. The result of this analysis shall be compared with the empirical data from recent land sale transactions, if such data is available. The minimum and percentage rents for the various land and water improvements located on the leasehold may be based on the extrapolated value of land and water respectively, when such allocation is practical and the total rents are representative of a fair return on the combined value of land and water. The return shall then be compared with the expected return derived from the valuation analysis as described in Section 2.6.6 herein.

2.4 ADDITIONAL SERVICES

2.4.1 County may request Contractor to perform additional services at the same time as the appraisal is being prepared, whether or not in conjunction with a rental readjustment. Typical examples of the services that may be requested are listed below:

- The Contractor may be requested to appraise the improved or unimproved parcels, both individually and/or in joinder, with one or more leased parcels. Valuation will be based upon the current uses or the proposed uses as shall be stipulated by the County.
- The Contractor may be requested to perform any other valuation analysis, which the County deems necessary or appropriate for the situation.

2.4.2 If additional services are requested, they will be identified in a separate Work Order. If the additional information requested by the County is of a type that the Contractor normally includes in the appraisal, then Contractor will include such information in the appraisal and notify the County that such information is in the appraisal. Otherwise, the additional information requested will be the subject of a separate report to the County.

2.4.3 Contractor will submit the separate report, if any, at the same time the appraisal is submitted (unless otherwise agreed). Contractor agrees to perform such services at the same hourly rate as charged for the appraisal. County will pay Contractor for the separate report in the same manner and at the same time as County

pays for the appraisal (unless otherwise agreed).

2.4.4 Any Work Order for additional services will not alter Contractor's obligations regarding the appraisal in any way nor alter the requirement that Contractor exercise independent judgment in making the appraisal.

2.5 QUALITY ASSURANCE

2.5.1 Purpose of Standards. The Contractor will observe, at a minimum, the standards set forth in this Section 2.5, and acknowledges that the adequacy of its compliance with the Contract shall be measured by these standards as well as all other terms and conditions of the Contract.

2.5.2 Performance Evaluation. The County or its agent will evaluate Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all Contract terms and performance standards. Contractor's deficiencies which the County determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective measures taken by the County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Contract or impose other penalties as specified in this Contract.

2.5.3 Contractor's Quality Control Plan. The Contractor shall comply with Contractor's Quality Control Plan, which shall be incorporated in the Contract by reference. To the extent that provisions of Contractor's Quality Control Plan are inconsistent with any other part of the Contract, they shall be ineffective. The Contractor shall not change The Quality Control Plan without written approval of the Director or authorized representative.

2.5.4 Applicable Professional Standards to be Followed. The Contractor and its professional staff shall exercise independent judgment and complete each assignment in accordance with the professional standards of ethics and competence which apply to the appraisal profession.

2.5.5 Conflicts of Interest. Contractor shall accept no employment which conflicts with its obligations to the County under the Contract and shall disclose any existing potential or actual conflict of interest prior to accepting an assignment.

All employment by Contractor on behalf of persons or entities other than the County that have an existing interest pertaining to real property within Marina del Rey is prohibited. Such existing interests include, but are not limited to: a leasehold, sublease, concession, permit, contract for the operation or management of real property, pending development proposal or pending lease proposal. Employment by Contractor on behalf of persons or entities with such interests is prohibited whether the employment is related to Marina del Rey property or not.

The prohibition shall remain in effect until the later of (1) one year from the termination or expiration of the Contract or any extension period; or (2) if the Contractor has performed work for the County related to an interest of the person or entity offering employment, the prohibition on accepting employment from that person or entity shall continue until the date of execution of a contract or other conclusion of all negotiations between the County and that person or entity.

However, at no time after termination or expiration of the Contract or any extension period may the Contractor disclose to any third person any confidential information learned or developed as a result of its work under this Contract or accept employment regarding subject matter as to which the Contractor learned or developed any confidential information as a result of employment by the County.

2.5.6 Other Standards to be Followed.

2.5.6.1 Contractor shall meet deadlines set by the Director, CA or other persons designated by the Department.

2.5.6.2 Written work and graphics shall be clean, well executed and prepared in a professional manner.

2.5.6.3 Reports required by the Contract or any Work Order shall be completed on time.

2.5.6.4 Contractor's principals and employees shall appear on time for meetings and presentations and conduct themselves professionally.

2.5.6.5 Hourly services shall be accurately reported.

2.5.6.6 Calls of County agents, employees and contractors shall be returned promptly in accordance with Section 2.1.4.

2.5.6.7 Insurance is never allowed to lapse. Proof of insurance shall comply with Contract requirements in all respects, including, but not limited to state authorization of insurer, presence of each required coverage, and policy limits.

**LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS
CONTRACT FOR COMMERCIAL REAL PROPERTY APPRAISAL SERVICES**

PART THREE – STANDARD CONTRACT TERMS AND CONDITIONS

3.1 LIMITATION OF COUNTY'S OBLIGATION IN CASE OF NONAPPROPRIATION OF FUNDS.

3.1.1 The County's obligation is payable only and solely from funds appropriated for the purpose of this contract. All funds for payment after June 30th of any fiscal year are subject to County's legislative appropriation for this purpose. Payments during subsequent fiscal periods are dependent upon the same action.

3.1.2 In the event this contract extends into succeeding fiscal year periods, and if the governing body appropriating the funds does not allocate sufficient funds for the next succeeding fiscal year's payments, then the services shall be terminated as of June 30th of the last fiscal year for which funds were appropriated.

3.2 NONDISCRIMINATION IN EMPLOYMENT

3.2.1 The Contractor shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated equally during employment, without regard to their race, color, religion, sex, ancestry, age, physical disability, marital status, political affiliation, or national origin. Such action shall include, by way of example without limitation, the following: employment; upgrading; recruitment or recruitment advertising; demotion or transfer; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

3.2.2 The Contractor certifies and agrees that all persons employed by the Contractor, its affiliates, subsidiaries or holding companies, are and will be treated equally by the employer without regard to or because of race, color, religion, sex, ancestry, age, physical disability, marital status, political affiliation, or national origin, and in compliance with all antidiscrimination laws of the United States of America and the State of California.

3.2.3 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to their race, color, religion, sex, ancestry, age, physical disability, marital status, political affiliation, or national origin.

3.2.4 The Contractor shall allow the County access to its employment records during regular business hours to verify compliance with these provisions when requested by the County.

3.2.5 If the County finds that any of the above provisions have been violated, the same shall constitute a material breach of contract upon which the county may determine to terminate the Contract. While the County reserves the right to determine independently that the antidiscrimination provisions of the Contract have been violated, a final determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated state or federal antidiscrimination laws shall constitute a finding on which the County may conclusively rely that the Contractor has violated the antidiscrimination provisions of the Contract.

3.2.6 The parties agree that in the event the Contractor violates the antidiscrimination provisions of the Contract, the County shall at its option be entitled to a sum of five hundred dollars (\$500) pursuant to Section 1671 of the California Civil Code as damages in lieu of terminating the Contract.

3.3 ASSURANCE OF COMPLIANCE WITH CIVIL RIGHTS LAWS. The Contractor hereby assures it will comply with all applicable federal and state statutes to the end that no person shall, on the grounds of race, religion, color, sex, age, physical disability, marital status, political affiliation or national origin, be excluded from participation in, be denied the benefits of, nor be otherwise subjected to discrimination under the Contract or under any project, program, or activity supported by the Contract.

3.4 COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

3.4.1 The Contractor agrees to comply with all applicable federal, state, County and city laws, rules, regulations, ordinances, or codes, and all provisions required by these laws which are to be included in the Contract and are incorporated by reference.

3.4.2 The Contractor warrants that it fully complies with all statutes and regulations regarding the employment eligibility of foreign nationals; that all persons performing the Contract work are eligible for employment in the United States; that it has secured and retained all required documentation verifying employment eligibility of its personnel; and that it shall secure and retain verification of employment eligibility from any new personnel in accordance with the applicable provisions of law.

3.4.3 The Contractor agrees to indemnify and hold the County harmless from any loss, damage or liability resulting from a violation on the part of the Contractor of such laws, rules, regulations or ordinances.

3.5 GOVERNING LAW. The Contract shall be construed in accordance with and governed by the laws of the State of California.

3.6 COVENANT AGAINST CONTINGENT FEES

3.6.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies under contract with the Contractor for the purpose of securing business.

3.6.2 The County shall have the right to terminate the Contract for a breach of this warranty, and, at its sole discretion, recover from the Contractor by way of such means as may be available the full amount of any commission, percentage, brokerage or contingent fee paid.

3.7 TERMINATION FOR IMPROPER CONSIDERATION

3.7.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing the Contract or securing favorable treatment with respect to the award, amendment or extension of the Contract or the making of any determinations with respect to the Contractor's performance pursuant to the Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

3.7.2 Among other items, such improper consideration may take the form of cash, discounts, services, tangible gifts or the provision of travel or entertainment.

3.7.3 The Contractor shall immediately report any attempt by a County officer, employee or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

3.8 INDEMNIFICATION. The Contractor shall indemnify, defend and hold harmless the County and its Special Districts, elected and appointed officers, employees and agents from and against any and all liability, including, but not limited to liability which results from bodily injury, death, personal injury, property damage or business loss, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Contract.

3.9 INSURANCE

3.9.1 General Insurance Requirements. Without limiting the Contractor's indemnification of the County and during the term of this Contract, the Contractor shall provide and maintain, and shall require all of its Subcontractors to maintain, the programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-

insurance programs maintained by the County, and such coverage shall be provided and maintained at the Contractor's own expense.

3.9.2 Evidence of Insurance. Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered to the Department of Beaches and Harbors, Contract Section, 13837 Fiji Way, Marina del Rey CA 90292 prior to commencing services under this Contract. Such certificates or other evidence shall:

- (1) Specifically identify this Contract;
- (2) Clearly evidence all coverages required in this Contract;
- (3) Contain the express condition that the County is to be given written notice by mail at least 30 days in advance of cancellation for all policies evidenced on the certificate of insurance;
- (4) Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insureds for all activities arising from this Contract; and
- (5) Identify any deductibles or self-insured retentions for County's approval. The County retains the right to require the Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to the County, or require the Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

3.9.3 Insurer Financial Rating. Insurance is to be provided by an insurance company acceptable to the County with an A.M. Best rating of less than A:VII, unless otherwise approved by the County.

3.9.4 Failure to Maintain Coverage. Failure by the Contractor to maintain the required insurance or to provide evidence of insurance coverage acceptable to the County shall constitute a material breach of the Contract upon which the County may immediately

terminate or suspend this Contract. The County, at its sole option, may obtain damages from the Contractor resulting from said breach. Alternatively, the County may purchase such required insurance coverage and, without further notice to the Contractor, the County may deduct from sums due to the Contractor any premium costs advanced by the County for such insurance.

3.9.5 Notification of Incidents, Claims or Suits. Contractor shall report to County:

- (1) Any accident or incident related to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within 24 hours of occurrence;
- (2) Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Agreement;
- (3) Any injury to a Contractor employee that occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the County contract manager; and
- (4) Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to Contractor under the terms of this Agreement.

3.9.6 Compensation for County Costs. In the event that the Contractor fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to the County, Contractor shall pay full compensation for all costs incurred by the County.

3.9.7 Insurance Coverage Requirements for Subcontractors. Contractor shall ensure any and all Subcontractors performing services under this Agreement meet insurance requirements of this Agreement by either Contractor providing evidence to the CA of insurance covering the activities of Subcontractors, or Contractor providing evidence submitted by Subcontractors to the CA evidencing that Subcontractors maintain the required insurance coverage. The County retains the right to obtain copies of evidence of Subcontractor insurance coverage at any time.

3.9.8 Insurance Coverage Requirements.

The Contractor shall maintain the insurance coverages specified in this Section 3.9.8 in the amounts specified.

3.9.8.1 General liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate: \$2 million

Products/Completed Operations
Aggregate: \$1 million

Personal & Advertising Injury: \$1 million

Each Occurrence: \$1 million

3.9.8.2 Contractor shall maintain automobile liability insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto."

3.9.8.3 Contractor shall maintain Workers' Compensation and Employers' Liability insurance providing workers' compensation benefits as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible. If Contractor's employees will be engaged in maritime employment, coverage shall provide workers compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which Contractor is responsible. In all cases, the above insurance also shall include employers' Liability coverage with limits of not less than the following:

Each Accident: \$1 million

Disease – policy limit: \$1 million

Disease – each employee: \$1 million

3.9.8.4 Professional Liability. Contractor shall maintain Insurance covering liability arising from any error, omission, negligent or wrongful act of the Contractor, its officers or employees with limits of not less than \$1 million per occurrence and \$3 million aggregate. The coverage also shall provide an extended two-year reporting

period commencing upon termination or cancellation of this Agreement.

3.10 STATUS OF CONTRACTOR'S EMPLOYEES; INDEPENDENT STATUS OF CONTRACTOR

3.10.1 Contractor shall at all times be acting as an independent contractor. The Contract is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture or association as between the County and Contractor.

3.10.2 Contractor understands and agrees that all of Contractor's personnel who furnish services to the County under the Contract are employees solely of Contractor and not of County for purposes of workers' compensation liability.

3.10.3 Contractor shall bear the sole responsibility and liability for furnishing workers' compensation benefits to Contractor's personnel for injuries arising from or connected with the performance of the Contract.

3.11 RECORD RETENTION AND INSPECTION

3.11.1 The Contractor agrees that the County or any duly authorized representative shall have the right to examine, audit, excerpt, copy or transcribe any transaction, activity, time card, cost accounting record, financial record, proprietary data or other record pertaining to the Contract. Contractor shall keep all such material for four years after the completion or termination of the Contract, or until all audits are complete, whichever is later.

3.11.2 If any such records are located outside the County of Los Angeles, the Contractor shall pay the County for travel and per diem costs connected with any inspection or audit.

3.12 AUDIT SETTLEMENT

3.12.1 If, at any time during the term of the Contract or at any time after the expiration or termination of the Contract, authorized representatives of the County conduct an audit of the Contractor regarding performance of the Contract and if such audit finds that the County's obligation for the Contract payment is less than the payments made by the County to the

Contractor, then the Contractor agrees that the difference shall be either paid forthwith by the Contractor, or at the Director's option, credited to the County against any future Contract payments.

3.12.1.1 If such audit finds that the County's obligation for the Contract payment is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County, provided that in no event shall the County's maximum obligation under the Contract exceed the funds appropriated by the County for the purpose of the Contract.

3.13 VALIDITY. The invalidity in whole or in part of any provision of the Contract shall not void or affect the validity of any other provision.

3.14 WAIVER. No waiver of a breach of any provision of the Contract by either party shall constitute a waiver of any other breach of the provision. Failure of either party to enforce a provision of the Contract at any time, or from time to time, shall not be construed as a waiver of the provision or any other provision. The Contract remedies shall be cumulative and additional to any other remedies in law or in equity.

3.15 DISCLOSURE OF INFORMATION

3.15.1 The Contractor shall not disclose any details in connection with the Contract or any work performed under the Contract to any third party, except as may be required by law or as expressly authorized in writing by the Director.

3.15.2 However, recognizing the Contractor's need to identify its services and clients, the Contractor may publicize the Contract work, subject to the following limitations:

(1) All publicity shall be presented in a professional manner.

(2) The name of the County shall not be used in commercial advertisements, press releases, opinions or featured articles, without the prior written consent of the Director. The County shall not unreasonably withhold written consent, and approval by the County shall be deemed to have been given in the absence of objection by the County within two (2) weeks after receipt by

the CA of the material submitted by the Contractor for approval by the County.

(3) The Contractor may list the County in any other proposal submitted in response to a request for proposals or bids from a third party without prior written permission of the County.

3.16 COUNTY'S REMEDIES FOR DEFAULT

3.16.1 If the Contractor fails to perform the Contract work in accordance with the covenants, terms and conditions of the Contract or fails to comply with any other material covenant, term or condition of the Contract, the County may, by written notice of default to the Contractor, terminate the whole or any part of the Contract. Nothing in this Section 3.16 shall prevent the County from recovering any and all damages arising from the default. The County may elect not to terminate the Contract without waiving its right to such recovery.

3.16.2 Contractor shall have ten (10) calendar days from written notification of default in which to cure the default. The County, in its sole discretion, may by written notice allow a longer or additional period for cure.

3.16.3 If the Contractor does not cure the default within the time specified by the notice of default or written extension of time, the Contract shall be terminated. In such event, all finished or unfinished documents, data and reports prepared by the Contractor under this Contract shall be transferred immediately to the County.

3.16.4 In the event the County terminates the Contract in whole or in part for the Contractor's default, the County may procure replacement services from a third party or by County's employees upon such terms and in such manner as the County deems appropriate. The Contractor shall be liable to the County for any excess costs arising from the use of replacement services. Excess costs shall consist of those costs incurred by the County in procuring replacement services, which exceed the costs the County would have been obligated to pay the Contractor for the services in question. The Contractor shall continue performance of any part of the Contract work not terminated.

3.16.4.1 Time is of the essence. In the event the County does not exercise its rights to obtain replacement services under the foregoing Section 3.16.4, the County and Contractor agree that the Contractor's failure to prepare and deliver complete, thorough, and professional Work product in a timely manner will result in loss to the County that is difficult to measure or estimate accurately because of the delay's uncertain effect on pending rental renegotiation or other proceedings. The County and Contractor agree that, given these circumstances, a reasonable estimate of such damages is one hundred dollars (\$100.00) per day for the first five business days and two hundred-fifty dollars (\$250.00) per day thereafter for late delivery of any applicable work product. The Contractor shall be liable to County for liquidated damages in said amount. Said amount shall be set off against payments from County to Contractor in accordance with Section 1.4.8.3. Such action shall not be construed as a penalty but as an adjustment of payment to Contractor based upon the diminished value of the Contractor's services resulting from the untimely delivery of the work product. The remedy provided in this Section is in addition to all other remedies provided to the County under the terms of this Contract or as otherwise available at law.

3.16.5 Except with respect to defaults of Subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, acts of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of the federal and state governments in their sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargos, and unusually severe weather. If the failure to perform is caused by the default of a subcontractor arising from causes beyond the control of both Contractor and subcontractor, and without the negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform unless the Contractor had sufficient time to obtain performance from another party.

3.16.6 If, after termination, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the Contract were terminated pursuant to

Section 3.18 (Termination for Convenience of the County).

3.16.7 The rights and remedies of the County provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

3.17 DEFAULT FOR INSOLVENCY

3.17.1 Notwithstanding the provisions of Section 3.16, the County may cancel the Contract for default without giving the Contractor written notice of default and time to cure upon the occurrence of any of the following events:

(1) The Contractor becomes insolvent. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether it has committed an act of bankruptcy or not, whether it has filed for federal bankruptcy protection and whether it is insolvent within the meaning of the federal bankruptcy law.

(2) The filing of a voluntary petition to have the Contractor declared bankrupt.

(3) The appointment of a receiver or trustee for the Contractor.

(4) The execution of the Contractor of an assignment of the Contract for the benefit of creditors.

3.17.2 The rights and remedies of the County provided in this section shall not be exclusive and are in addition to any rights and remedies provided by law or under the Contract.

3.18 TERMINATION FOR CONVENIENCE OF THE COUNTY

3.18.1 The performance of the Contract work may be terminated in whole or in part from time to time when such action is deemed by the County to be in its best interest, subject to delivery to the Contractor of a ten (10) day advance notice of termination specifying the extent to which the Contract work is terminated and the date upon which such termination becomes effective. After receipt of a notice of suspension of performance or termination, the Contractor shall stop the Contract work on the date and to the extent specified in the notice.

3.18.2 County may suspend performance or terminate the Contract without liability for damages if County is prevented from performing by reasons beyond its control, including but not limited to operation of laws, acts of God, and official acts of local, state, or federal authorities.

3.18.3 The County and Contractor shall negotiate an equitable amount to be paid the Contractor by reason of the total or partial termination of work pursuant to this section. The amount may include a reasonable allowance for profit on the Contract work that has been performed and has not been paid, provided that such amount shall not exceed the total obligation to pay for the Contract work performed as reduced by the amount of Contract payments otherwise made.

3.18.4 The Contractor shall make available to the County, for a period of four (4) years after Contract termination, at all reasonable times, at the office of the Contractor, all books, records, documents, or other evidence bearing on the costs and expenses of the Contractor in respect to the termination under this section of the Contract work. In the event records are located outside the County of Los Angeles, the Contractor will pay the County for traveling and per diem costs connected with the inspection or audit.

3.19 NOTICE OF DELAY. Except as otherwise provided, when either party knows of any fact that will prevent timely performance of the Contract, that party shall give notice, including all relevant information, to the other party with five (5) days.

3.20 NOTIFICATION. Except as otherwise provided by the Contract, notices desired or required to be given by law, or under the Contract may, at the option of the party giving notice, be given by enclosing a written notice in a sealed envelope addressed to the party for whom intended and by depositing such envelope with postage prepaid in the United States mail. Any such notice shall be addressed to the Contractor at the address shown for the Contractor in the Proposal or such other place designated in writing by the Contractor. Notice to the County shall be addressed to the Director, Department of Beaches and Harbors, 13837 Fiji Way, Marina del Rey, California 90292, or such other place as the Director may designate in writing.

3.21 CONFLICT OF INTEREST

3.21.1 The Contractor represents and warrants the statements set forth in the conflict of interest certification of its Proposal are true and correct.

3.21.2 The Contractor further agrees that anyone who is an employee or former employee of the County at the time of execution of the Contract by the Board of Supervisors and who subsequently becomes affiliated with the Contractor in any capacity shall not perform the Contract work or share in the Contract's profits for a period of one (1) year from the date of termination of the employee's employment with the County.

3.21.3 The County shall have the right to terminate the Contract for a breach by the Contractor of either its warranty or a violation of conflict of interest.

3.22 DELEGATION AND ASSIGNMENT

3.22.1 The Contractor may not delegate its duties or assign its rights under the Contract, either in whole or in part, without the prior written consent of the Director. Any delegation of duties or assignment of rights under the Contract without the expressed written consent of the County shall be null and void and shall constitute a breach for which the Contract may be terminated.

3.22.2 Any delegation of duties or assignment of rights (including but not limited to a merger, acquisition, asset sale and the like) shall be in the form of a subcontract or formal assignment, as applicable. The Contractor's request to the Director for approval of an assignment shall include all information that must be submitted with a request by the Contractor to the County for approval of a subcontract of the Contract work pursuant to Section 3.23.

3.23 SUBCONTRACTING

3.23.1 Performance of the Contract work may not be subcontracted without the expressed written consent of the Director or authorized representative. Any subcontract of the Contract work without the express written consent of the Director or authorized representative shall be null and void and shall constitute a breach for which the Contract may be terminated.

3.23.2 The Contractor's request to the Director for approval to enter into a subcontract of the Contract work shall include:

- (1) A description of the work to be performed by the subcontractor;
- (2) Identification of the proposed subcontractor and an explanation of why and how the proposed subcontractor was selected, including the degree of competition used in the selection and a description of their qualifications;
- (3) The proposed subcontract amount, together with the Contractor's cost or price analysis; and
- (4) A copy of the proposed subcontract.

3.23.3 In the event the Director or authorized representative should consent to a subcontract for the performance of the contract work, the terms and conditions of the Contract shall be made expressly applicable to the work that is to be performed by the subcontractor.

3.23.4 In the event the Director or authorized representative should consent to a subcontract, the Contractor shall provide in the approved subcontract an agreement that the work of the subcontractor is pursuant to the terms of a prime contract with the County of Los Angeles, and that all representations and warranties shall inure to the benefit of the County of Los Angeles.

3.23.5 Subcontracts shall be made in the name of the Contractor and shall not bind nor purport to bind the County. The making of subcontracts shall not relieve the Contractor from performing the Contract work in accordance with the terms and conditions of the Contract. Approval of any subcontract by the County shall not be construed as effecting any increase in the compensation to be paid for the Contract work.

3.23.6 Any later modification or amendment of the subcontract shall be approved in writing by the Director or authorized representative before such modification or amendment is effective.

3.24 CHANGES AND AMENDMENTS

3.24.1 Except as provided in this Section 3.24, modifications of this Contract shall be in writing and shall be executed by the parties and

approved by the Board in the same manner as the Contract.

3.24.2 A change which does not materially effect the scope of work, period of performance, compensation, method of payment, insurance or other material term or condition of the Contract shall be effective upon the Director or his authorized representative and the Contractor signing an amendment or other writing reflecting a modification of the Contract.

3.24.3 The Director or authorized representative may, in his or her sole discretion, grant the Contractor extensions of time for performance of the work where such extensions do not materially effect the work. Such extensions shall not be deemed to extend the term of the Contract. This Section shall not limit the authority of the Director to extend the Contract term as provided in Section 1.3.

3.25 PROPRIETARY RIGHTS. All materials, data and other information of any kind obtained from County personnel and all materials, data, reports and other information of any kind developed by the Contractor under the Contract are the property of the County, and the Contractor agrees to take all necessary measures to protect the security and confidentiality of all such materials, data, reports and information. The provisions of this paragraph shall survive the expiration or other termination of the Contract.

3.26 TIME. Except as specifically otherwise provided in the Contract, time is of the essence in the performance of the Contract work and all terms and conditions of the Contract with respect to such performance shall be construed.

3.27 AUTHORIZATION. The Contractor represents and warrants that its signatory to the Contract is fully authorized to obligate the Contractor to performance of the Contract work, and that all necessary acts to the execution of the Contract have been performed.

3.28 COMPLIANCE WITH COUNTY LOBBYING REQUIREMENTS

3.28.1 The Contractor and each County lobbyist or County lobbying firm, as defined in Los Angeles County Code Section 2.160.010, retained by the Contractor shall fully comply with

the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160.

3.28.2 Failure on the part of the Contractor or any County lobbyist or County lobbying firm retained by the Contractor to fully comply with the County Lobbyist Ordinance shall constitute a material breach of the Contract upon which the County may immediately terminate or suspend the Contract notwithstanding the opportunity to cure otherwise made available under Section 3.16.

3.29 CONSIDERATION OF HIRING COUNTY EMPLOYEES ON A REEMPLOYMENT LIST OR TARGETED FOR LAYOFFS

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified permanent County employees who are targeted for layoff or qualified former County employees who are on a reemployment list during the life of this agreement.

3.30 CONSIDERATION OF GREATER AVENUES FOR INDEPENDENCE (GAIN) OR GENERAL RELIEF OPPORTUNITIES FOR WORK (GROW) PARTICIPANTS FOR EMPLOYMENT

Should the Contractor require additional or replacement personnel after the effective date of the agreement, contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunities for Work (GROW) Program who meet Contractor's minimum qualifications for the open position. County will refer GAIN/GROW participants, by job category, to Contractor.

3.31 COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

3.31.1 Contractor's Warranty of Adherence to County Child Support Compliance Program. Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through contract are in compliance with their court-ordered child, family and spousal

support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Contract maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (41 USC Section 653a) and California Unemployment Insurance Wage and Earnings Withholding Orders or District Attorney Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

3.31.2 Termination for Breach of Warranty to Maintain Compliance with County Child Support Compliance Program. Failure of Contractor to maintain compliance with the requirements set forth in the preceding Section 3.31.1 "Contractor's Warranty of Adherence to County's Child Support Compliance Program" shall constitute a default by Contractor under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure to cure such default within 90 days of notice by the Los Angeles County District Attorney shall be grounds upon which the County Board of Supervisors may terminate this Contract pursuant to Section 3.16 "County's Remedies for Default."

3.31.3 Voluntary Posting of "Delinquent Parents" Poster. Contractor acknowledges that County places a high priority on the enforcement of child support laws and apprehension of child support evaders. Contractor understands that it is County's policy to encourage all County contractors to voluntarily post County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at Contractor's place of business. County District Attorney will supply Contractor with the poster to be used.

3.32 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE

3.32.1 The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the certification Form P-8, the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)

3.33 CONTRACTOR RESPONSIBILITY AND DEBARMENT

3.33.1 A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Contract. It is the County's policy to conduct business only with responsible Contractors.

3.33.2 The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding on County contracts for a specified period of time which generally will not exceed five years, but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Contractor may have with the County.

3.33.3 The County may debar a contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated any term of a contract with the County or a nonprofit corporation created by the County; (2) committed any act or omission which negatively reflects on the Contractor's quality, fitness, or capacity to perform a contract with the County or any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business

integrity or business honesty; or (4) made or submitted a false claim against the County or any other public entity.

3.33.4 If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

3.33.5 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

3.33.6 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.

3.33.7 If a Contractor has been debarred for a period longer than five years, that Contractor may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determinations to reduce the period of debarment or terminate the debarment. The County may, in its sole discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interest of the County.

3.33.8 The Contractor Hearing Board will consider a request for review of debarment determination only where (1) the Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the processed decision and recommendation of the Contractor Hearing Board.

3.33.9 These terms shall also apply to Subcontractors of County Contractors.

3.34 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME TAX CREDIT. Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the federal Earned Income Tax Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015 (Exhibit 4).

3.35 CONTRACTOR TO USE RECYCLED PAPER. Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on all work performed under this Contract.

3.36 COMPLIANCE WITH JURY SERVICE PROGRAM

3.36.1 Jury Service Program. This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

3.36.2 Written Employee Jury Service Program.

3.36.2.1 Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code) Contractor shall have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employee's regular pay the fees received for jury service.

3.36.2.2 For purposes of this section, "Contractor" means a person, partnership, corporation, or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full time means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under this Contract, the subcontractor shall also be subject to the provisions of this section. The provisions of this section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

3.36.2.3 If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.

3.36.2.4 Contractor's violation of this Section of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

3.37 SAFELY SURRENDERED BABY LAW.

3.37.1 Notice to Employees Regarding the Safely Surrendered Baby Law. The Contractor shall notify and provide to its employees, and require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit 5 of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

3.37.2 Contractor's Acknowledgment of County's Commitment to the Safely Surrendered Baby Law. The Contractor acknowledges that the County places high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to

post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used.

3.37 NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF A CONTRACT

Contractor shall have no claim against County for payment of money or reimbursement of any kind whatsoever for any service provided by Contractor after the expiration or other termination of this Contract. Should Contractor receive any such payment, it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Contract.

IN WITNESS WHEREOF, the County has, by order of its Board of Supervisors, caused this Contract to be subscribed by the Chair of said Board and attested by the Executive Officer thereof, and the Contractor, by its duly authorized representative, has executed the same, as of the day, month, and year set forth below.

By_____

By_____
Chair, Board of Supervisors

SACHI A. HAMAI
Executive Officer-Clerk of
the Board of Supervisors

By_____
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By_____
Deputy

COMMERCIAL REAL PROPERTY APPRAISAL SERVICES
LIST OF RECOMMENDED PROPOSERS

PROPOSER		CONTRACT NUMBER
1.	Hendrickson Appraisal Company, Inc.	
2.	R.P. Laurain & Associates	
3.	George Hamilton Jones, Inc.	
4.	Integra Realty Resources	
5.	Parkcenter Realty Advisors	

**APPRAISAL SERVICES
FIRM/ORGANIZATION INFORMATION**

ATTACHMENT III

PROPOSER	Certified Local SBE	COMPOSITION	OWNERS/ PARTNERS/ ASSOCIATE PARTNERS		MGRS		STAFF		TOTAL		
			M	F	M	F	M	F		M	F
DMD APPRAISALS	N	Black/African American							0		
		Hispanic/Latino						1	1		
		Asian or Pacific Islander							0		
		Amer. Indian/Alaska Native							0		
		Filipino American							0		
		White			1			2	3		
		TOTALS	0	0	1	0	0	3	4		
EUGENE GUTIERREZ	N	Black/African American							0		
		Hispanic/Latino	1						1		
		Asian or Pacific Islander							0		
		Amer. Indian/Alaska Native							0		
		Filipino American							0		
		White							0		
		TOTALS	1	0	0	0	0	0	1		
GEORGE HAMILTON JONES	N	Black/African American							0		
		Hispanic/Latino							0		
		Asian or Pacific Islander							0		
		Amer. Indian/Alaska Native							0		
		Filipino American							0		
		White	4	1					5		
		TOTALS	4	1	0	0	0	0	5		
HENDRICKSON APPRAISAL	N	Black/African American							0		
		Hispanic/Latino					1		1		
		Asian or Pacific Islander							0		
		Amer. Indian/Alaska Native							0		
		Filipino American							0		
		White	1	1			3	2	7		
		TOTALS	1	1	0	0	4	2	8		
INTEGRA REALTY	N	Black/African American							0		
		Hispanic/Latino							0		
		Asian or Pacific Islander							0		
		Amer. Indian/Alaska Native							0		
		Filipino American							0		
		White	2				5	3	10		
		TOTALS	2	0	0	0	5	3	10		

**APPRAISAL SERVICES
FIRM/ORGANIZATION INFORMATION**

ATTACHMENT III

PROPOSER	Certified Local SBE	COMPOSITION	OWNERS/ PARTNERS/ ASSOCIATE PARTNERS		MGRS		STAFF		TOTAL		
			M	F	M	F	M	F		M	F
PARKCENTER REALTY	N	Black/African American							0		
		Hispanic/Latino							0		
		Asian or Pacific Islander		1					1		
		Amer. Indian/Alaska Native							0		
		Filipino American							0		
		White	3					1	4		
		TOTALS	3	1	0	0	0	1	5		
PGP EVALUATION	N	Black/African American							0		
		Hispanic/Latino				1		2	3		
		Asian or Pacific Islander							0		
		Amer. Indian/Alaska Native							0		
		Filipino American							0		
		White	2		5	1	14	5	27		
		TOTALS	2	0	5	2	14	7	30		
R.P. LAURAIN & ASSOCIATES	N	Black/African American							0		
		Hispanic/Latino							0		
		Asian or Pacific Islander							0		
		Amer. Indian/Alaska Native							0		
		Filipino American							0		
		White	2		3	1		1	7		
		TOTALS	2	0	3	1	0	1	7		

COMMERCIAL REAL PROPERTY APPRAISAL SERVICES OFFER TO PERFORM / PRICE PROPOSAL

Contractor: Name: Hendrickson Appraisal Company, Inc.
 Address: 3530 Camino Del Rio North, Suite 205
San Diego, CA 92108
 Phone: (619) 282-0800 Fax: (619) 282-1471

To: Santos Kreimann, Acting Director, Department of Beaches and Harbors

Proposer, responding to the Request for Proposals (RFP) issued by the Los Angeles County Department of Beaches and Harbors, offers to provide commercial real property appraisal services in connection with property located within the Marina del Rey Small Craft Harbor on the terms and conditions for the performance of this work that are set forth in the RFP. Such services shall be performed during a three-year term that at the option of the Director the term may be extended for two additional, consecutive, optional Contract Years. The two one-year options shall be exercised separately in succession.

The rate(s) for these services shall be:

Job Title:	Hourly Rate:
<u>Principal-Appraisal Work</u>	<u>One Hundred Forty Dollars (\$ 140/HR)</u>
<u>Senior Appraisers</u>	<u>One Hundred Ten Dollars (\$ 110/HR)</u>
<u>Principal-Expert Witness</u>	<u>Three Hundred Fifty Dollars (\$ 350/HR)</u>
	<u>Dollars (\$)</u>

The proposal is subject to the following additional conditions:

None

(Conditions which reject, limit or modify required terms and Conditions of the Contract may cause rejection)

This offer shall be irrevocable for a period of 120 days after the final date for submission.

Proposer is a(n): individual corporation partnership or joint venture
limited liability company other:

State of organization: California Principal place of business: California

Out of state vendor's authorized agent for service of process in California:

Name Ted Hendrickson Address Same as Above Phone (619) 282-0800

The Proposer represents that the person executing this offer and the following persons are individually authorized to commit the Proposer in any matter pertaining to the proposed Contract:

Ted Hendrickson (President) (619) 282-0800

Name	Title	Phone	Name	Title	Phone
------	-------	-------	------	-------	-------

Dated: 7/2/08

Proposer's signature:

Ted Hendrickson - President (619) 282-0800

Name	Title	Phone
<u>Marijane L. Hendrickson</u>	<u>V.P.</u>	

WORK PLAN

1. STAFFING PLAN. Provide the requested information about appraisers, key employees and subcontractors. Attach all resumes.

Name	Relationship to Proposer	Classification/Job Title	Responsibilities
Ted Hendrickson	President	Principle Appraiser	Principle Appraiser, Contract Representative, Reviewer & Expert Witness/Arbitrator.
Ed Beaver	Staff Appraiser	Senior Appraiser	Appraise complex lease properties, Assistant Contract Representative
Ismael Barajas	Staff Appraiser	Senior Appraiser	Appraise Complex lease properties.
Mark Hendrickson	Staff Appraiser	Senior Appraiser	Appraise complex lease properties.
Errol Tonsky	Staff Appraiser	Senior Appraiser	Appraise complex lease properties.

2. PRINCIPAL OWNER(S) OF PROPOSER'S ORGANIZATION Ted Hendrickson and Marijane Hedrickson

3. IDENTIFY PARTNERS/SUBCONTRACTORS:

Principal	Firm name	Relationship to Proposer	Specialty	Address	Phone

4. LICENSES: List staff who hold licenses or registration required by California state law or relevant to performance of the work:

Name	License	License Number
Ted Hendrickson	California Certified General Appraiser	AG004974
Ed Beaver	California Certified General Appraiser	AG009555
Ismael Barajas	California Certified General Appraiser	AG18401
Mark Hendrickson	California Certified General Appraiser	AT041338
Errol Tonsky	California Certified General Appraiser	AG002077

5. STATEMENT OF APPROACH TO THE SCOPE OF WORK:

Please attach a complete description of the approach your firm will take with respect to the Scope of Work identified in the RFP. Address the following items:

- a. How the Proposer will perform the Contract work. A narrative discussion of the Proposer's approach to various kinds of assignments and County requirements;
- b. Proposer's ability and resources to provide the kinds of appraisal consulting services described in Attachment A, Part Two, Statement of Work;
- c. How the experience of Proposer's staff is specifically related to the services described in Attachment A, Part Two, Statement of Work;
- d. What level of star the Proposer would assign to provide the various kinds of services listed in Attachment A, Part Two, Statement of work;
- e. Proposer's ability to support the Department before the Board of Supervisors, Small Craft Harbor Commission, Design Control Board, Beach Commission, California Coastal Commission and other bodies;
- f. Proposer's ability to serve as an expert witness in court and arbitration proceedings;

- 1) A plan for reviewing the work of Proposer and Proposer's employees and ensuring its accuracy and compliance with professional standards;
- 2) A plan for ensuring that interim deadlines, if any, and deliver dates are met; and
- 3) The methods for identifying and preventing unsatisfactory performance of Contract work;
- h) Resumes of the firm principal(s), proposed Contractor's Representative (as that position is defined in Attachment A, Part Two, Statement of Work) and other key individuals on Proposer's staff, stating their professional training and specific related experience in the last five years; and
- i) Information on each person (other than clerical support) proposed to provide work on behalf of appraiser under a Contract.

6. ADDITIONAL INFORMATION (Attach pages if necessary):

Signature: _____

Date:

7/2/08

Title:

President




Item 5 (a-I) of Work Plan (Form P-2) Statement of Approach to the Scope of Work:

Following is a narrative summary of Item 5(a-I) of the Work Plan (Form P-2) giving consideration to Attachment A, Part Two, Statement of Work:

a) How the Appraiser will Perform the Contract Work:

It is our intent to continue to perform valuation support for the Department in the professional manner that we have exhibited while completing several assignments with LAB&H's over the past 10 years of our "On Call" contract. Following is a summary of the process we will continue to use while providing valuation support:

- 1) When requested to prepare a fee and scope proposal for a given Task Order under the Master Contract, we will respond in a timely and professional manner addressing the issues anticipated in the assignment. The Principal (Contract Representative) for our company will coordinate with the Contract Administrator and Property Manager of LAB&H's staff during the proposal and appraisal process.
- 2) When retained to complete the assignment, we will discuss the details of the assignment with the appropriate LAB&H's Property Manager, review the ground lease and appropriate supporting documents, then contact the tenant and set up an appointment to inspect the property.
- 3) We will inspect the subject property with the tenant, being courteous and seeking as much information about the property and business as they are willing to share, yet without revealing confidential information from LAB&H's.
- 4) After gaining a good understanding of the subject property and the tenant's business, we will research land use information, discuss appropriate issues with planning and land use staff, and develop our opinion of Highest and Best Use with consideration of the Use clause in the ground lease.
- 5) After determining the Highest and Best Use of the property, we will then continue through the Valuation process. As part of the process we will survey several Port Districts and other agencies and private companies that manage waterfront properties to develop market data (minimum and percentage rents of various types of uses, and sales of ground leases if available) that will aid us in determining appropriate market percentage rates and values for the subject land by the Empirical Approach. Land capitalization rates will also be developed from a survey of waterfront transactions that can be applied to the fee simple value of the land to develop an opinion of the property's market rent. After analysis of market data, market minimum and percentage rents will be developed in such a fashion that they can be supported if necessary in future arbitration hearings. Land residual valuation analysis, taking in consideration the existing improvements, will also be utilized as appropriate. Additionally on assignments that require return analysis, we will analyze the return to the County for extension of leases and redevelopment of the properties.
- 6) After developing our opinion of fair market rent for the subject property, we will then prepare a narrative appraisal report that will support in a very detailed manner our conclusion of market rent and value. The appraisal process and report will be prepared in full compliance with the Uniform Standards of Professional Appraisal Practice (USPAP) and will be consistent with Appraisal Institute guidelines and ethics. The appraisal report, with supporting market data included in the



Addendum, will then be submitted to the Department for review. We will be available, as we have been in previous assignments, to discuss the appraisal process with LAB&H's staff and make modifications to the draft report as deemed appropriate. A Final report will be submitted in a timely manner after discussions with Department staff.

- 7) Should negotiations with the tenant break down, Ted Hendrickson, MAI will be available to serve as expert witness in an arbitration hearing. Mr. Hendrickson has extensive experience as an expert witness and arbitrator in waterfront leasehold arbitration hearings.

b) Proposer's Ability and Resources to Provide Appraisal Services Described in RFP

We anticipate continuing to provide a full range of appraisal and consulting services as we have over the 10 years under our current Master Contract with the Department. Our firm is large enough and our appraisers are experienced to the degree that we can continue to appraise all types of properties requested of us in a professional, timely manner. As noted in other parts of this response to the RFP, we have appraised 14 properties for the Department over the past 10 years, including appraisals of the following types of properties: hotels, motels, restaurants, offices, dry storage, boat marinas with commercial and private slip facilities, apartments, yacht clubs, and special use properties.

In addition to the professional valuation side of the company, we have a strong support team, of administrative and financial staff that works well with LAB&H's staff in processing work orders, record keeping, financial reporting, and billing for services rendered.

c) How the Experience of the Proposer's Staff is Specifically Related to Requested Services

As noted previously, our staff has specialized in valuation of waterfront properties for approximately 20 years. In addition to the several appraisals completed for LAB&H's, our firm has completed approximately 40 appraisals for the San Diego Port District involving commercial and waterfront marina properties similar to those described above. Additionally, we have conducted 4 benchmark valuation assignments for the San Diego Port District that established values and percentage rents for all properties under their jurisdiction by use and various size category. The five appraisers listed under Item 4 above have all worked on these benchmark appraisals and others over their career with Hendrickson Appraisal Company.

d) Level of Staff to be Assigned to Services under this "On Call" Contract

Each of the appraisers noted above will be assigned at various times to this contract. As noted in other parts of this response letter and in the attached resumes of the staff, our appraisers have an average experience level of 20 years.

e) Proposer's Ability to Support the Department Before Various Governing Agencies

Ted Hendrickson and senior appraisers within the company will be available to support valuation positions opined by staff relating to various properties appraised during the "On Call" Contract period. Staff has considerable experience in presentations before various public bodies and owners/tenants groups.



f) Proposer's Ability to Serve as an Expert Witness in Court and Arbitration Proceedings

Ted Hendrickson has testified numerous times in Superior and Federal court cases, most of which were for condemnation matters. Additionally, he has served numerous times as an expert witness in rental arbitration cases, the majority of which involved waterfront rent negotiation matters. Additionally, he has served as an arbitrator in private and public valuation and rent negotiation matters. Mr. Hendrickson is currently involved in 2 pending arbitration cases involving the San Diego Port District and has served as the Port's arbitrator on numerous occasions over the past 20 years. Mr. Hendrickson will be the primary expert witness for the company, though other appraisers in the firm also have expert witness experience.

g) Proposer's Quality Control Plan

Following is a summary of the quality control process that we have used while appraising properties for Los Angeles County Department of Beaches & Harbors over the past 10 years.

Appraisal assignments are evaluated by the principal appraiser(Contract Representative) and as applicable, certain tasks are assigned to staff appraisers. The assignments are evaluated by the complexity of the appraised property and the ability to work within the allotted time schedule.


An evaluation and distribution of each hour is projected for each segment of the assignment. These segments are usually categorized by standard tasks addressed in each appraisal assignment. Most frequently a team approach is used so that appraisers with particular skills are assigned to a specific task. This greatly enhances the ability to be efficient and cost effective.

<u>Function</u>	<u>Participants</u>
Appraisal request received & analyzed	Principal/Contract Representative
Case evaluation	Team
Time allocation	Contract Representative
Schedule milestone deadlines to meet delivery	Team
Identify team and individual assignments	Contract Representative/Team
Establish due dates	Team
Begin appraisal	Contract Representative/Assigned staff appraisers
Hold periodic conferences to discuss appraisal	Team
Submit review and drafts	Contract Representative
Finalize and submit report	Contract Representative
Audit time schedule	Contract Representative/Acctg
Schedule post-submittal meeting	Contract Representative

The experience level of our staff and the thorough "in house" review process insures top quality appraisals. All appraisals are thoroughly reviewed by the Principal (Contract Representative) of the firm. Each of our appraisers is either an MAI or working toward an MAI designation. Additionally, each of our staff appraisers is California State Certified and Licensed. The average experience level of our staff is 20 years, with primary experience in commercial properties. All of our staff has experience in appraising leasehold properties.

h)& I) Resumes of Principal/Contract Representative and Key Staff/Organizational Chart

Hendrickson Appraisal Company, Inc. is a mid-sized appraisal firm that was incorporated in 1986 to provide professional consultation on matters relating to valuation of real estate and real property. The firm



specializes in valuation of waterfront leasehold properties and multiple parcels to be acquired under the power of eminent domain.

Ted Hendrickson, MAI, the principal valuation expert within the company and Contract Representative, has 30 years of appraisal experience, primarily oriented toward waterfront leasehold valuation and eminent domain appraising. He has extensive expert witness experience having testified many times on appraisal related matters. Staff appraisers in the company are highly experienced and are State of California Licensed and Certified General appraisers. The average experience level of the firm's appraisers is 20 years, with primary emphasis on appraisal of all types of commercial properties and with considerable experience in waterfront leasehold valuation and eminent domain appraising. Ed Beaver (Asst. Contract Representative), Ismael Barajas, Mark Hendrickson, and Errol Tonsky have considerable experience in leasehold analysis.

Following is an **Organization Chart**:

President, Contract Representative
Ted G. Hendrickson, MAI

Office Mgr./Researchers
Sierra Hedberg
Sonya Aguilar
Jim Parik

Senior Appraisal Staff
Edward A. Beaver
Ismael Barajas
Mark Hendrickson
Errol Tonsky, MAI

Financial/Accounting
Marijane Hendrickson

Responsibilities of Key Personnel/Qualifications of Appraisers

Ted G. Hendrickson, MAI

Primary Responsibilities: Principal/Contract Representative, Reviewer

Responsible for coordinating all aspects of the assignments with Los Angeles County Department of Beaches and Harbors. He and the senior appraisal staff will evaluate and inspect on site the assignment, develop a preliminary valuation methodology, project an anticipated time line for completion and develop an appropriate appraisal consultant fee. He will share this information with the County Contract Administrator and/or Property Manager. After approval to proceed from LAB&H (signed contract), he will assign each appraisal to an appropriately experienced staff appraiser, participate in the appraisal process, and review the completed appraisal. He will inspect the subject property and all comparable market data as part of the appraisal process. He will set up a pre-submittal conference with the Property Manager for LAB&H's as appropriate. He will be available throughout the appraisal process to update the Department on progress toward completion of the project in a timely, efficient manner.

Special Qualifications of Project Manager

Mr. Hendrickson has 30 years of experience as a real estate appraiser and consultant, primarily specializing in valuation of waterfront leasehold properties and public capital improvement projects, under the power of eminent domain. Mr. Hendrickson has been involved in appraisal, coordination and review of numerous appraisals for various agency clients for the past several years.

Mr. Hendrickson is a qualified expert witness, having given testimony in California Superior Court and in the Federal Court system. Mr. Hendrickson has also served as valuation expert and arbitrator in



arbitration hearings involving lease negotiations with various Port Districts, Cities and Counties, and for other agencies.

Mr. Hendrickson holds the highest designation in the appraisal field, the MAI designation. He is past President of the San Diego Chapter of the Appraisal Institute and has served as chairman of several appraisal committees. He is also active in the International Right of Way Association.

Specific Appraisal Experience

Mr. Hendrickson's appraisal experience includes valuation of fee simple and leasehold interests in the following property types: boat marinas, hotels, motels, restaurants, general commercial, retail, office, industrial, residential, multi-residential, vacant unentitled land and subdivision land with detailed highest and best use analysis, and special use properties. He has extensive experience in valuation of waterfront leasehold properties and "part take" analysis involving consideration of severance damages and benefits. In addition to experience acquired in his own independent appraisal firm, Mr. Hendrickson gained considerable eminent domain appraisal experience while working as a staff appraiser with the California Department of Transportation.

Edward A. Beaver

Primary Responsibilities: Assistant Contract Representative/Senior Staff Appraiser

Primary responsibility is as a Senior Staff Appraiser. The Senior Staff Appraiser is responsible for development and completion of appraisal reports. The appraiser will follow appropriate professional methodology throughout the entire appraisal process, including: identification and inspection of the subject property and its development potential, gathering and confirming appropriate comparable market data, properly analyzing relevant information, developing appropriate conclusions and presenting these conclusions in a well written and fully supportable narrative appraisal report. When completed, the report will be submitted to the Principal/Contract Representative for review and changes, including: consideration of additional market data, re-analysis of original supporting information, and appropriate changes in the narrative presentation of the report. Secondary coordination responsibility is as an Assistant Contract Representative.

Special Qualifications

Mr. Beaver is an advanced MAI Candidate and Certified General Appraiser with the State of California. He has over 20 years of experience specializing in valuation of properties to be acquired under the power of eminent domain and waterfront leasehold properties.

Additionally, he is an expert in computer analysis including regression analysis and sensitivity analysis primarily focused on residential subdivision and industrial improved properties and land. Additionally he is experienced in analysis of return to the lessor on extension of leases and redevelopment of existing leasehold properties, similar to the process required by the Department of Beaches and Harbors.

Specific Experience

Mr. Beaver has appraised a variety of properties including: boat marinas, hotels, motels, restaurants, general commercial, retail, office, industrial, residential, multi-residential, vacant unentitled land and subdivision land with detailed highest and best use analysis, and special use properties. He has testified in arbitration hearings.



Ismael (Mike) Barajas

Primary Responsibilities: Senior Staff Appraiser

Same responsibilities as the Senior Staff Appraiser position noted above.

Special Qualifications

Mr. Barajas is an advanced MAI Candidate and Certified General Appraiser with the State of California. He has approximately 28 years of experience in the appraisal of primarily large commercial and industrial properties. He also has considerable waterfront leasehold and eminent domain appraisal experience. Mr. Barajas is bilingual. His ability to speak fluent Spanish has significantly helped in our firm's communications with Spanish speaking property owners.

Specific Experience

Mr. Barajas has appraised a variety of properties including: boat marinas, hotels, motels, restaurants, general commercial, retail, office, industrial, residential, multi-residential, vacant unentitled land and subdivision land, and special use properties.

Mark Hendrickson

Primary Responsibilities: Staff Appraiser

Similar, though slightly less responsibilities as the Senior Staff Appraiser position noted above.

Special Qualifications

Mr. Hendrickson is working toward the MAI designation and is a licensed appraiser with the State of California. He has approximately 5 years of experience in appraising multi-residential, commercial, retail centers, and entitled and unentitled vacant land. He has provided market analysis support on several large leasehold appraisals, including the most recent benchmark appraisal involving all commercial waterfront properties within the Port of San Diego. He is also experienced in valuation of parcels to be acquired under the power of eminent domain.

Specific Experience

Mr. Hendrickson has appraised a variety of properties including: multi-residential, retail centers, hotels, motels, strip commercial, restaurants, industrial warehouse and distribution centers, office buildings, vacant land, and special use properties. He is very proficient in cash flow sensitivity analysis, including analysis of leaseholds, and subdivisions.

Errol B. Tonsky, MAI

Primary Responsibilities: Senior Staff Appraiser

Same responsibilities as the Senior Staff Appraiser position noted above.



Special Qualifications

Mr. Tonsky holds the MAI designation with the Appraisal Institute and is a Certified General Appraiser with the State of California. He has approximately 30 years of extensive experience in the appraisal of commercial and industrial properties. He is also experienced in valuation of properties to be acquired under the power of eminent domain and waterfront leasehold properties.

Specific Experience

Mr. Tonsky has appraised a variety of properties including: boat marinas, hotels, motels, restaurants, general commercial, retail, office, industrial, residential, multi-residential, vacant unentitled land and subdivision land with detailed highest and best use analysis, and special use properties.



QUALITY CONTROL PLAN

1. Who will review documents prepared by your office?

As noted in Item 5 (a-i) of Form 2 - Statement of Approach to the Scope of Work included in this response to your RFQ, Ted Hendrickson, MAI will review all appraisals completed by our company on this project. As he has done during the past 10 years of our existing contract with LA Beaches and Harbors, he will work closely with the appraisers assigned to a given project, including inspecting the subject properties and the comparable sales, reviewing land use documents, discussing highest and best use issues with the appraiser during the appraisal process, and being involved in the valuation process. After completion of the appraisal report, he will thoroughly review the appraisal, with modifications being made as appropriate.

2. What steps will you take to correct deficiencies reported by the Department or discovered by your reviewer.

After discussing suggested deficiencies with LA Beaches and Harbors personnel, we will review them in the light of the market and make appropriate modifications to the draft appraisal within a short time frame. The final appraisal including the modifications will be sent to the Department in a very timely manner.

3. If the Department complains that work has not been adequately performed and requests immediate correction, how soon will your firm be able to respond?

We will respond to Department personnel the day we receive a telephone call regarding potential modifications. The modifications to the appraisal report will be made within a week of request.

4. If you have a written quality control plan, inspection plan or written procedures for your staff, please attach them.

Our quality control plan for this project is included in Item 5 (a and g) of Form 2 - Statement of Approach to the Scope of Work. Please refer to these sections of our response to your RFP.

REQUEST FOR PROPOSALS -- PROPOSER'S CERTIFICATION

On behalf of Proposer Hendrickson Appraisal Company, Inc., the undersigned certifies, declares and agrees as follows:

1. Absence of Any Conflict of Interest. The Proposer is aware of the provisions of Section 2.180.010 of the Los Angeles County Code and certifies that neither Proposer nor its officers, principals, partners or major shareholders are employees of either the County or another public agency for which the Board of Supervisors is the governing body or a former employee who participated in any way in the development of the Contract or its service specifications within 12 months of the submission of this Proposal.

2. Independent Price Determination. The Proposer certifies that the prices quoted in its Proposal were arrived at independently, without consultation, communication, or agreement with any other Proposer for the purpose of restricting competition.

3. Compliance with County Lobbyist Ordinance. The Proposer is familiar with the requirements of Chapter 2.160 of the Los Angeles County Code. All persons acting on Proposer's behalf have complied with its provisions and will continue to do so pending and subsequent to the award of the Contract by the Board of Supervisors.

4. Antidiscrimination.

(a) In accordance with Section 4.32.010.A of the Los Angeles County Code, all persons employed by the Proposer, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin or sex and in compliance with all anti-discrimination laws of the United States and the State of California. The following policies and procedures shall be in force and effect over the Contract term: (1) a written policy statement prohibiting discrimination in all phases of employment; (2) periodic self-analysis or utilization analysis of Proposer's work force; (3) a system for determining if Proposer's employment practices are discriminatory against protected groups; and (4) where problem areas are identified in employment practices, a system for taking reasonable corrective action to include establishment of goals or timetables;

OR:

(b) Proposer is exempt from the provisions of Section 4.32.010 because the Contract is for the performance of professional, scientific, expert or technical services of a temporary and occasional character involving only a single individual or an individual or a firm employing less than 10 persons in connection with the performance of such Contract.

5. Consideration of GAIN/GROW Participants for Employment. As a threshold requirement for consideration for Contract award, Proposer shall demonstrate a proven record of hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening. Additionally, Proposer shall attest to a willingness to provide employed GAIN/GROW participants access to the Proposer's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and promotional opportunities.

Proposer has a proven record of hiring GAIN/GROW participants (subject to verification; attach proof);

OR:

Proposer is willing to consider GAIN/GROW participants for any future employment opening and to provide employed GAIN/GROW participants access to the Proposer's employee mentoring program, if available.

On behalf of Proposer, I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct:

President

Ted Hendrickson

Title

Name

Signature

7/2/08

Date

County of Los Angeles – Community Business Enterprise Program (CBE)

Form P.

Request for Local SBE Preference Program Consideration and CBE Firm/Organization Information Form

INSTRUCTIONS: All proposers/bidders responding to this solicitation must complete and return this form for proper consideration of the proposal/bid.

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

FIRM NAME: Hendrickson Appraisal Company, Inc.

☒ I AM NOT ☐ A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid submission.

☐ I AM ☐ As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.

My County (WebVen) Vendor Number: _____

II. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure: ☐ Sole Proprietorship ☐ Partnership ☒ Corporation ☐ Non-Profit ☐ Franchise
☐ Other (Please Specify) _____

Total Number of Employees (including owners): 8

Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:

Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American						
Hispanic/Latino						
Asian or Pacific Islander					1	
American Indian						
Filipino						
White	1	1			3	2

III. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	50 %
Women	%	%	%	%	%	50 %

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES: If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Dis- advantaged	Disabled Veteran	Expiration Date

V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.

Print Authorized Name TED HENDRICKSON Authorized Signature [Signature] Title President Date 7/2/08

**COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM
CERTIFICATION FORM AND APPLICATION FOR EXCEPTION**

The County's solicitation for this Request for Proposals is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All proposers, whether a contractor or subcontractor, must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the Bidder is excepted from the Program.

Company Name: Hendrickson Appraisal Company, Inc.		
Company Address: 3530 Camino Del Rio North, Suite 205		
City: San Diego	State: California	Zip Code: 92108
Telephone Number: (619) 282-0800		
Solicitation For (Type of Services): Appraisal Services		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program is Not Applicable to My Business

- ☐ My business does not meet the definition of "contractor," as defined in the Program, as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- ☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

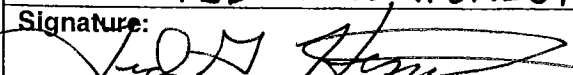
- ☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II: Certification of Compliance

- ☒ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name: TED HENDRICKSON	Title: President
Signature: 	Date: 7/2/08

CHARITABLE CONTRIBUTIONS CERTIFICATION

Hendrickson Appraisal Company, Inc.
Company Name
3530 Camino Del Rio North, Suite 205, San Diego, CA 92108
Address
33 - 0197542
Internal Revenue Service Employer Identification Number
N / A
California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

Check the Certification below that is applicable to your company.

- ☒ Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

OR

- ☐ Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.


Signature

7/2/08

Date

TED G. HENDRICKSON - PRESIDENT
Name and Title of Signer (please print)

COMMERCIAL REAL PROPERTY APPRAISAL SERVICES OFFER TO PERFORM / PRICE PROPOSAL

Contractor:

Name:

R.P. LAURAIN & ASSOCIATES, INC.

Address:

3353 LINDEN AVENUE, SUITE 200
LONG BEACH, CALIFORNIA 90807-4503

Phone:

562-426-0477

Fax:

562-988-2927

To: Santos Kreimann, Acting Director, Department of Beaches and Harbors

Proposer, responding to the Request for Proposals (RFP) issued by the Los Angeles County Department of Beaches and Harbors, offers to provide commercial real property appraisal services in connection with property located within the Marina del Rey Small Craft Harbor on the terms and conditions for the performance of this work that are set forth in the RFP. Such services shall be performed during a three-year term that at the option of the Director the term may be extended for two additional, consecutive, optional Contract Years. The two one-year options shall be exercised separately in succession.

The rate(s) for these services shall be:

Job Title:

Hourly Rate:

PRINCIPAL APPRAISERSDollars (\$ 175.00)SENIOR APPRAISERSDollars (\$ 160.00)ASSOCIATE APPRAISERSDollars (\$ 150.00)(NO ADDITIONAL CHGE. FOR SECRETARIAL WK)

Dollars (\$ _____)

The proposal is subject to the following additional conditions:

EXPERT WITNESS FEE OF PRINCIPAL APPRAISERS
FOR TRIAL/ARBITRATION WILL BE BASED ON \$300 PER HOUR.

(Conditions which reject, limit or modify required terms and Conditions of the Contract may cause rejection)

This offer shall be irrevocable for a period of 120 days after the final date for submission.

Proposer is a(n):

individual

corporation

partnership or joint venture

limited liability company

other:

State of organization: CALIFORNIAPrincipal place of business: LONG BEACH,
LOS ANGELES CO.

Out of state vendor's authorized agent for service of process in California:

Name

NONE

Address

Phone

The Proposer represents that the person executing this offer and the following persons are individually authorized to commit the Proposer in any matter pertaining to the proposed Contract:

RONALD P.
LAURAINPRES- 562-426-0414JOHN P.LAURAINVICE-PRES 562-426-0477

Name

Title

Phone

Name

Title

Phone

Dated: 7-12-08

Proposer's signature:

RONALD P. LAURAIN

Title

Phone

JOHN P. LAURAIN

V.P.

562-426-0477

PROPOSED APPRAISAL SERVICES

Upon receipt of request for real estate appraisal services from the Department of Beaches and Harbors, the appraiser will review the existing lease and conduct an in-field review of the subject leasehold property (generally from the adjacent public street) in order to determine the approximate number of hours necessary to complete the appraisal study, or studies, if more than one type of property is involved in a single leasehold, i.e. apartment building, restaurant, and marina anchorage. Certain information will be obtained regarding the subject property with respect to zoning, basic physical characteristics of the land parcel and improvements, general real estate market conditions in the immediate subject area, and general review of real estate market activity (land leases, land sales, improved property leases, improved property sales, rental data, occupancy levels, etc.).

The appraisers will submit a written proposal on the form prepared for, and used by, the Department of Beaches and Harbors indicating (1) the amount of time necessary to complete the appraisal assignment, and (2) a not-to-exceed appraisal fee quotation based on the hourly rates indicated in the following portion of this submission. If authorized to proceed with the appraisal assignment, the following procedure will be initiated.

SCOPE OF SERVICES:

Services Required For Leasehold Valuation Studies:

The objective of the appraisal report will be the estimation of (1) the minimum lease rental rates applicable to the subject parcel, (2) Fair Market percentage rate applied against the various categories of gross income, and (3) Fair Market Value of the leasehold. The Fair Market Value will be guided by the definition set forth in Section 1263.320 of the California Code of Civil Procedure. The date of value employed in the study will be the beginning date of the next 10-year term.

The work plan for the appraisal study will include the following:

1. The subject lessee, or the lessee's representative, will be contacted in order to establish a date for a formal appraisal inspection. A request will be made by the appraiser for a site plan and architectural as-built plans.

PROPOSED APPRAISAL SERVICES (Continued)

SCOPE OF SERVICES: (Continued)

Services Required For Leasehold Valuation Services: (Continued)

2. The formal appraisal inspection may take several hours or several days, depending upon the type of improvements involved in the appraisal study. Upon receipt of a site plan and architectural plans, copies will be made and utilized in the field with checks on accuracy by taking measurements, with an engineer's tape, of virtually all improvements. An exterior inspection is generally conducted initially, with interior inspections of such buildings as apartment structures, restaurants, offices, and commercial structures afterwards. Anchorage floatation systems are inspected in detail. If site plans and/or architectural plans are not available, the inspection process could entail three or four days of measurements for properties of multiple uses buildings. All properties and buildings will be photographed during the inspection process.
3. The zoning of the subject property, along with development standards, will be determined by contact with the proper zoning authority. If there is a question regarding the highest and best use of the subject property, and that use is not in accordance with, or is not permitted within, the existing zoning, an indication will be obtained from the proper zoning official as to the reasonable probability of obtaining a zone change, variance or Conditional Use Permit. It is doubtful that such a situation would occur in Marina del Rey at this time, however, the appraiser must be mindful of zoning and development standards. The appraisal of a property will be based on the legal use which, in most cases, will be the current use.
4. A market research program will be initiated to locate comparable land sales, comparable land lease properties, improved property sales, improved property leases, rental data, occupancy levels, overall capitalization rates, discount rates, and other market data and factors that apply to the specific subject property, or multiple uses within the subject property. The three conventional valuation methods include the Sales Comparison Approach, Cost-Summation Approach and Income Capitalization Approach. Various data sources (title company, data publication services, and in-person contact with real estate agents and professional

PROPOSED APPRAISAL SERVICES (Continued)

SCOPE OF SERVICES: (Continued)

Services Required For Leasehold Valuation Services: (Continued)

property managers) will be utilized in order to obtain an adequate and representative amount of market data for the application of the valuation methods.

5. All market data (land sales, land leases, improved property sales, improved property leases, rental properties, and properties from which are obtained overall capitalization rates, discount rates, and rates of return or percentages) will be viewed, photographed and confirmed with a party of interest; the sales will be confirmed with the grantor, grantee or agent involved in the transaction; the rental data will be confirmed by the lessor, lessee and/or agent involved in the transaction. Percentage rates and rates of return will be confirmed with the lessor and/or lessee. Note that it is important to obtain a confirmation of the sale price (or lease rate, or percentage rate) and terms of sale (or lease terms) in order to properly analyze the sale or rental property as it relates to the subject property.
6. The valuation analysis will be applied to the subject property by application of the three conventional valuation methods, as applicable.
 - 6a. The Sales Comparison Approach will utilize land sales, as well as improved property sales; adjustments will be made as appropriate for such items as market conditions existing as of the date of sale, financing, and the various elements of comparability, i.e. location, immediate environmental influences, land size, land configuration, building size, building condition, construction quality, etc.
 - 6b. The Income Capitalization Approach is based essentially on the amount of net income capable of being derived by a property, which net income is then capitalized, or converted to an indication of value, by an appropriate capitalization rate derived from sales of reasonably comparable investment-type properties. The application of the Income Capitalization Approach includes the proper estimate of gross income capable of being generated by the subject property, then adjusted for a proper vacancy rate and proper amount of

PROPOSED APPRAISAL SERVICES (Continued)

SCOPE OF SERVICES: (Continued)

Services Required For Leasehold Valuation Services: (Continued)

fixed and operating expenses. The proper income applicable to the subject property is estimated by way of the comparison process after reviewing rental rates of other reasonably comparable properties. The vacancy charge is based on a survey of other similar properties in the subject market area. The actual expenses of the subject property will be considered along with "industry standards" and expense ratios of other similar properties. The capitalization rate will also be determined based on market evidence, i.e. sales of reasonably similar investment properties wherein the sale price thereof and net operating income can be determined or obtained from a party of interest in the sale transaction. There are certain sources of summarized capitalization rates and yield rates that are available from the national appraisal organizations, and private real estate data source companies. A Discounted Cash Flow Analysis may be used in lieu of a conventional Income Capitalization Approach; the Discounted Cash Flow Analysis, or Yield Capitalization, is a procedure in which a discount rate is applied to a set of projected income streams (or cash flows) and a monetary reversion at the end of the holding period (unless the study involves the leasehold up to and including the lease termination date). The analysis will generally cover a period of at least five years, and usually 10, 15 or 20 years.

- 6c. A land value (or water value) extraction method, sometimes referred to as a land (or water) residual method, will be applied. The method involves estimating the cost of developing the existing improvements (all improvements, including on-site improvements, plus building improvements). The improvement cost study will take into account the replacement cost new of buildings and site improvements, less a certain amount of depreciation based on the physical condition, functional utility, and possibly economic or locational obsolescence. The estimated cost will include both direct and indirect costs (sometimes referred to as "hard" and "soft" costs). The value indication of all improvements will be deducted from the concluded value based on the Sales Comparison Approach and/or Income Capitalization

PROPOSED APPRAISAL SERVICES (Continued)

SCOPE OF SERVICES: (Continued)

Services Required For Leasehold Valuation Services: (Continued)

Approach; the residual, or extracted land value, will be employed as one method of arriving at land (or water) value. It should be noted that the extraction method requires a number of estimates and calculations in order to produce a Development Cost Study. The Cost Study will take into account, as generally indicated above, architectural and engineering fees, professional service fees (legal and accounting), all-risk construction insurance, developer's supervision/management, taxes during construction, a contingency factor, as well as financing, holding costs through final marketing, marketing expense, and entrepreneurial profit.

7. An Empirical Data Ground Lease Analysis will be applied to the subject land. The analysis will be based on data obtained from within Marina del Rey, as well as other locations. It may be necessary to extend the search boundaries to other geographic areas and locations, generally along the waterfront, in order to obtain a representative number of land rental rates, rental values, and percentage rates. As is evident, market research is a vital part of the overall appraisal process. It is necessary to expend the time and effort necessary to obtain detailed and accurate data.
8. An Internal Rate of Return study may be applied. The Internal Rate of Return (IRR) analysis is a process which evaluates the performance of a given investment over the term of ownership (holding period). The internal rate of return, or effective yield, is obtained by calculation, rather than "given" as in most income analyses. It is an analytical process employed to measure the economic feasibility of a particular investment.

The internal rate of return analysis is based on (1) the equity (cash) investment at the beginning of ownership, (2) all positive or negative net annual cash flows during ownership, and (3) the proceeds from resale at the termination of the investment.

It is important to understand that the internal rate of return analysis will be applied as a secondary check as it is not conclusive due to (1) the extended holding period and the projections necessary to complete the study, and (2) the sensitivity of the analysis to relatively minor adjustments.

PROPOSED APPRAISAL SERVICES (Continued)

SCOPE OF SERVICES: (Continued)

Services Required For Leasehold Valuation Services: (Continued)

9. The format of the appraisal report, from this firm, presents relative data, exhibits, the subject property description, and the valuation analysis in a complete, coherent and easy to follow sequence that has been appreciated by our clients.

QUALITY CONTROL

The entire appraisal process at this firm is subject to double- and triple-checks, ranging from market research, confirmation of data, valuation analysis, and write-up and dictation of formal appraisal report. All quality control measures are exercised by the principal appraisers and office manager.

CORRECTION OF WORK PRODUCT (REPORT)

Any corrective measures discovered during the review process will be assigned an upper level priority ahead of all other projects on-going in the office.

APPRAISAL FEE SCHEDULE:

A written proposal on the form prepared for, and used by, the Department of Beaches and Harbors will include (1) the amount of time necessary to complete the appraisal assignment, and (2) a not-to-exceed appraisal fee quotation. The fee schedule for professional real estate appraisal services will be based on the following fee structure:

Principal appraisers:	\$175.00 per hour
Senior appraiser:	\$165.00 per hour
Associate appraiser:	\$150.00 per hour

Note that in the event of litigation, the fee for court and deposition attendance, for the principal appraisers, is \$300 per hour with a minimum of two hours. Pretrial and predeposition conferences with the County's attorney or special

PROPOSED APPRAISAL SERVICES (Continued)

APPRAISAL FEE SCHEDULE: (Continued)

legal counsel will be based upon the hourly rate of \$175; said hourly rate will be assigned for file review, travel time, and additional investigation deemed necessary by the attorney or special legal counsel as part of the litigation.

The foregoing fee structure shall remain constant for a period of one year, after which it may be subject to review for possible adjustment.

USPAP COMPLIANCE:

Ronald P. Laurain, John P. Laurain, and all appraisers at R. P. Laurain & Associates, Inc., are in compliance with the Uniform Standards of Professional Appraisal Practice (USPAP) continuing educational requirements as required by the Office of Real Estate Appraisers of the State of California, as well as the Appraisal Institute, and American Society of Appraisers, as applicable..

See Appraisal Certification sample on the following page (must be included in every appraisal report).

(SAMPLE)
APPRAISAL CERTIFICATION

The undersigned do hereby certify that:

We have personally inspected the subject property; we have no present or contemplated future interest in the real estate which is the subject of this appraisal report. Also, we have no personal interest or bias with respect to the subject matter of this appraisal report, or the parties involved in this assignment.

Our engagement in this assignment and the amount of compensation are not contingent upon the reporting or development of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a predetermined or stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal. Also, to the best of our knowledge and belief, the statements of fact contained in this appraisal report, upon which the analyses, opinions, and conclusions expressed herein are based, are true and correct.

This appraisal report sets forth all of the assumptions and limiting conditions (imposed by the terms of this assignment or by the undersigned), affecting our personal, impartial, and unbiased professional analyses, opinions, and conclusions.

The analyses, opinions, and conclusions, were developed, and this report have been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice, and Code of Professional Ethics. As of this date, we have completed the requirements of the Continuing Education Program of the State of California, Appraisal Institute, and the American Society of Appraisers, as applicable to the undersigned; note that duly authorized representatives of said organizations have the right to review this report.

No one other than the undersigned prepared the analyses, conclusions, and opinions for this appraisal study.

(To be signed by Ronald P. Laurain)

Ronald P. Laurain, ASA, SRPA
Certified General Real Estate Appraiser
California Certification No. AG 007689
Renewal Date May 26, 2009

(To be signed by John P. Laurain)

John P. Laurain, ASA
Certified General Real Estate Appraiser
California Certification No. AG 025754
Renewal Date April 16, 2009

Date: _____

REQUEST FOR PROPOSALS -- PROPOSER'S CERTIFICATION

On behalf of Proposer R. P. LAURAN & ASSOCIATES, INC., the undersigned certifies, declares and agrees as follows:

1. **Absence of Any Conflict of Interest.** The Proposer is aware of the provisions of Section 2.180.010 of the Los Angeles County Code and certifies that neither Proposer nor its officers, principals, partners or major shareholders are employees of either the County or another public agency for which the Board of Supervisors is the governing body or a former employee who participated in any way in the development of the Contract or its service specifications within 12 months of the submission of this Proposal.
2. **Independent Price Determination.** The Proposer certifies that the prices quoted in its Proposal were arrived at independently, without consultation, communication, or agreement with any other Proposer for the purpose of restricting competition.
3. **Compliance with County Lobbyist Ordinance.** The Proposer is familiar with the requirements of Chapter 2.160 of the Los Angeles County Code. All persons acting on Proposer's behalf have complied with its provisions and will continue to do so pending and subsequent to the award of the Contract by the Board of Supervisors.
4. **Antidiscrimination.**

(a) In accordance with Section 4.32.010.A of the Los Angeles County Code, all persons employed by the Proposer, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin or sex and in compliance with all anti-discrimination laws of the United States and the State of California. The following policies and procedures shall be in force and effect over the Contract term: (1) a written policy statement prohibiting discrimination in all phases of employment; (2) periodic self-analysis or utilization analysis of Proposer's work force; (3) a system for determining if Proposer's employment practices are discriminatory against protected groups; and (4) where problem areas are identified in employment practices, a system for taking reasonable corrective action to include establishment of goals or timetables;

OR:

(b) Proposer is exempt from the provisions of Section 4.32.010 because the Contract is for the performance of professional, scientific, expert or technical services of a temporary and occasional character involving only a single individual or an individual or a firm employing less than 10 persons in connection with the performance of such Contract.

5. **Consideration of GAIN/GROW Participants for Employment.** As a threshold requirement for consideration for Contract award, Proposer shall demonstrate a proven record of hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening. Additionally, Proposer shall attest to a willingness to provide employed GAIN/GROW participants access to the Proposer's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and promotional opportunities.

Proposer has a proven record of hiring GAIN/GROW participants (subject to verification; attach proof);

OR:

Proposer is willing to consider GAIN/GROW participants for any future employment opening and to provide employed GAIN/GROW participants access to the Proposer's employee mentoring program, if available.

On behalf of Proposer, I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct:

PRESIDENT

Title

Signature

RONALD P. LAURAN

Name

Date

JULY 12, 2008

Request for Local SBE Preference Program Consideration and
CBE Firm/Organization Information Form

INSTRUCTIONS: All proposers/bidders responding to this solicitation must complete and return this form for proper consideration of the proposal/bid.

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

FIRM NAME: R.P. LAURAIN & ASSOCIATES, INC.

☒ I AM NOT ☐ A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid submission.

☐ As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.

My County (WebVen) Vendor Number: _____

II. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure: ☐ Sole Proprietorship ☐ Partnership ☒ Corporation ☐ Non-Profit ☐ Franchise
☐ Other (Please Specify) _____

Total Number of Employees (including owners): _____

Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:

Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American						
Hispanic/Latino						
Asian or Pacific Islander						
American Indian						
Filipino						
White	2		3	1		1

III. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	100 %
Women	%	%	%	%	%	%

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES:

If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Dis- advantaged	Disabled Veteran	Expiration Date

V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.

Print Authorized Name	Authorized Signature	Title	Date
RONALD P. LAURAIN		PRESIDENT	7-12-08

COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM
CERTIFICATION FORM AND APPLICATION FOR EXCEPTION

P-7

The County's solicitation for this Request for Proposals is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All proposers, whether a contractor or subcontractor, must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the Bidder is excepted from the Program.

Company Name:	R. P. LAURAIN & ASSOCIATES, INC.		
Company Address:	3353 LINDEN AVENUE, SUITE 200		
City:	LONG BEACH	State:	CALIF.
Telephone Number:	562-426-0477	Zip Code:	90807-4503
Solicitation For (Type of Services):	PROFESSIONAL REAL ESTATE APPRAISAL SVCS.		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program is Not Applicable to My Business

- ☐ My business does not meet the definition of "contractor," as defined in the Program, as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- ☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.


- ☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II: Certification of Compliance

- ☒ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name:	RONALD P. LAURAIN	Title:	PRESIDENT
Signature:		Date:	JULY 12, 2008

CHARITABLE CONTRIBUTIONS CERTIFICATION

R. P. LAURAIN & ASSOCIATES, INC.
Company Name

3353 LINDEN AVENUE, SUITE 200
Address LONG BEACH, CA 90807-4503
95-3471450

Internal Revenue Service Employer Identification Number

N.A.

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

Check the Certification below that is applicable to your company.

- ☒ Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

OR

- ☐ Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

Signature

Date

Name and Title of Signer (please print)

RONALD P. LAURAIN, PRESIDENT

COMMERCIAL REAL PROPERTY APPRAISAL SERVICES OFFER TO PERFORM / PRICE PROPOSAL

Contractor: Name: George Hamilton Jones, Inc.
 Address: 717 Lido Park Drive
Suite D
Newport Beach, CA 92663
 Phone: 949-673-6733 Fax: 949-673-6924

To: Santos Kreimann, Acting Director, Department of Beaches and Harbors

Proposer, responding to the Request for Proposals (RFP) issued by the Los Angeles County Department of Beaches and Harbors, offers to provide commercial real property appraisal services in connection with property located within the Marina del Rey Small Craft Harbor on the terms and conditions for the performance of this work that are set forth in the RFP. Such services shall be performed during a three-year term that at the option of the Director the term may be extended for two additional, consecutive, optional Contract Years. The two one-year options shall be exercised separately in succession.

The rate(s) for these services shall be:

Job Title:	Hourly Rate:
<u>George H. Jones, MAI - President</u>	<u>Two hundred</u> Dollars (\$ <u>200.00</u>)
<u>Stu Duvall, MAI - Appraiser/Consultant</u>	<u>One hundred seventy-five</u> Dollars (\$ <u>175.00</u>)
<u>Casey Jones - Appraiser/Consultant</u>	<u>One hundred forty</u> Dollars (\$ <u>140.00</u>)
<u>Hugh Everhart - Appraiser/Researcher</u>	<u>One hundred</u> Dollars (\$ <u>100.00</u>)

The proposal is subject to the following additional conditions: Researcher at \$50.00 per hour

Hourly rates are subject to annual CPI increases. Hourly rates for expert witness testimony, arbitration, trial are \$300.00 per hour.

(Conditions which reject, limit or modify required terms and Conditions of the Contract may cause rejection)

This offer shall be irrevocable for a period of 120 days after the final date for submission.

Proposer is a(n): individual corporation partnership or joint venture
 limited liability company other:

State of organization: California Principal place of business: Newport Beach, CA

Out of state vendor's authorized agent for service of process in California:

Name N/A Address _____ Phone _____

The Proposer represents that the person executing this offer and the following persons are individually authorized to commit the Proposer in any matter pertaining to the proposed Contract:

George H. Jones, MAI President 949-673-6733

Name	Title	Phone	x	Name	Title	Phone
------	-------	-------	---	------	-------	-------

Dated: 7/23/08

Proposer's signature: _____

<u>Stuart Duvall, MAI</u>	<u>Partner</u>	<u>949-673-6733 x 13</u>
Name	Title	Phone

WORK PLAN

1. STAFFING PLAN. Provide the requested information about appraisers, key employees and subcontractors. Attach all resumes.

Name	Relationship to Proposer	Classification / Job Title	Responsibilities
George H. Jones	Partner	President	Appraisal, Consulting, Arbitration, Expert Witness
Stuart DuVall	Proposer	Appraiser & Consultant	Appraisal, Consulting, Arbitration, Expert Witness
Casey Jones	Partner	Appraiser & Consultant	Appraisal, Consulting
Hugh Everhart	Employee	Researcher & Appraiser	Appraisal Research, Appraisal
Sharla Bodurava	Employee	Office Manager	A/R, A/P, Clerical, Report Production

2. PRINCIPAL OWNER(S) OF PROPOSER'S ORGANIZATION George H. Jones & Edythe O. Jones, Stuart J. DuVall, Casey Jones

3. IDENTIFY PARTNERS/SUBCONTRACTORS:

Principal	Firm name	Relationship to Proposer	Specialty	Address	Phone
See above	-	all same			

4. LICENSES: List staff who hold licenses or registration required by California state law or relevant to performance of the work:

Name	License	License Number
George H. Jones	California Certified General Real Estate Appraiser	AG 005632
Stuart J. Duvall	California Certified General Real Estate Appraiser	AG 006754
Cossey Jones	California Certified General Real Estate Appraiser	AG 041262
Hugh Everhart	California Certified General Real Estate Appraiser	AG 032862

5. STATEMENT OF APPROACH TO THE SCOPE OF WORK:

Please attach a complete description of the approach your firm will take with respect to the Scope of Work identified in the RFP. Address the following items:

- How the Proposer will perform the Contract work. A narrative discussion of the Proposer's approach to various kinds of assignments and County requirements;
- Proposer's ability and resources to provide the kinds of appraisal consulting services described in Attachment A, Part Two, Statement of Work;
- How the experience of Proposer's staff is specifically related to the services described in Attachment A, Part Two, Statement of Work;
- What level of staff the Proposer would assign to provide the various kinds of services listed in Attachment A, Part Two, Statement of Work;
- Proposer's ability to support the Department before the Board of Supervisors, Small Craft Harbor Commission, Design Control Board, Beach Commission, California Coastal Commission, and other bodies;
- Proposer's ability to serve as an expert witness in court and arbitration proceedings;

- g. Proposer's quality control plan describing the Proposer's procedures for ensuring compliance with the Contract terms and conditions and identifying and preventing unsatisfactory performance of the Contract work, including:
- 1) A plan for reviewing the work of Proposer and Proposer's employees and ensuring its accuracy and compliance with professional standards;
 - 2) A plan for ensuring that interim deadlines, if any, and deliver dates are met; and
 - 3) The methods for identifying and preventing unsatisfactory performance of the Contract work;
- h. Resumes of the firm principal(s), proposed Contractor's Representative (as that position is defined in Attachment A, Part Two, Statement of Work) and other key individuals on Proposer's staff, stating their professional training and specific related experience in the last five years; and
- i. Information on each person (other than clerical support) proposed to provide work on behalf of appraiser under a Contract.

5. ADDITIONAL INFORMATION (Attach pages if necessary):

Signature:  Date: July 23, 2008

Title: Partner

ADDITIONAL INFORMATION
Work Plan
(Form P-2)

Statement of Approach to Scope of Work
(Form P-2, Page 2, #5)

Approach:

George Hamilton Jones, Inc. will approach the assignments for the Department of Beaches and Harbors in the same manner that we have for the past 25 years. In general, we will

- Identify and describe the appraisal assignment
- Inspect and describe the subject parcel or leasehold
- Describe and analyze general influences on property value such as economic, locational, or demographic forces
- Investigate and analyze physical, financial and regulatory constraints or characteristics
- Describe the current use and improvements, and the potential future use of the parcel, and determine highest and best use under the terms of the lease
- Gather information on pertinent market data including similar lease circumstances in Marina del Rey and other marine oriented jurisdictions, as well as general data specific to the property type in question.
- Make a comparative analysis of the data relative to the subject
- Test preliminary conclusions by an economic analysis of the property in question
- Address all other requirements outlined in the Sample Contract, Attachment A, Part Two, Statement of Work (2.3.7).

Ability, Resources and Experience:

Our Statements of Qualifications are attached to this proposal. Our firm has done similar work for the Department of Beaches and Harbors for over 25 years. We have worked on seven similar assignments for the Department in the past 5 years. Each of the MAI appraisers in our firm has

worked on a number of Marina del Rey assignments in the past decade similar to those described in the RFP. We have more than 75 years of appraisal experience combined. Our work in Marina del Rey has included serving on an arbitration board, as expert witness, and as consultant. All of the MAI appraisers on our staff are qualified for such service. We have also done similar work in King Harbor (City of Redondo Beach), Los Angeles, San Diego, and Ventura County. Recent assignments since 2004 in Marina del Rey involved the following:

- Parcels 55/56
- Parcel 33
- Parcels 100/101
- Parcels 52/GG
- Parcel 1S
- Parcels 75/94
- Parcels 44/77

We typically work as a team with a lead appraiser/consultant (MAI) and one or two others acting as researchers or analysts. We perform our work in a timely manner in accordance with the contract, the Standards of Professional Practice and Code of Professional Ethics of the Appraisal Institute and the Uniform Standards of Professional Appraisal Practice (USPAP).

Quality Control Plan:

Each report or work product will be reviewed by a second appraiser for content, accuracy, and compliance with contract and professional standards. In addition, the office manager will also review the report for content, spelling, accuracy, and contract standards.

Weekly status meetings will be held on Monday mornings to insure that work flow is progressing toward deadlines in a satisfactory manner.

Resumes:

Our Statements of Qualifications are attached.

Experience:

George Hamilton Jones, MAI	50+ years of appraisal experience
Stuart D. DuVall, MAI	20+ years of appraisal experience
Casey Jones	15+ years of appraisal experience
Hugh B. Everhart	4 years of appraisal experience

Contractor's Representative:

Stuart D. DuVall, MAI

QUALITY CONTROL PLAN

1. Who will review documents prepared by your office?
George H. Jones, MAI
Stuart D. DuVall, MAI
Casey Jones
2. What steps will you take to correct deficiencies reported by the Department or discovered by your reviewer?
 1. Review suggested corrections or deficiencies immediately.
 2. Discuss or clarify with client if necessary.
 3. Make corrections if warranted.
3. If the Department complains that work has not been adequately performed and requests immediate correction, how soon will your firm be able to respond?
Within a week unless in trial.
4. If you have a written quality control plan, inspection plan or written procedures for your staff, please attach them.
N/A

REQUEST FOR PROPOSALS -- PROPOSER'S CERTIFICATION

On behalf of Proposer George Hamilton Jones, Inc., the undersigned certifies, declares and agrees as follows:

1. Absence of Any Conflict of Interest. The Proposer is aware of the provisions of Section 2.180.010 of the Los Angeles County Code and certifies that neither Proposer nor its officers, principals, partners or major shareholders are employees of either the County or another public agency for which the Board of Supervisors is the governing body or a former employee who participated in any way in the development of the Contract or its service specifications within 12 months of the submission of this Proposal.

2. Independent Price Determination. The Proposer certifies that the prices quoted in its Proposal were arrived at independently, without consultation, communication, or agreement with any other Proposer for the purpose of restricting competition.

3. Compliance with County Lobbyist Ordinance. The Proposer is familiar with the requirements of Chapter 2.160 of the Los Angeles County Code. All persons acting on Proposer's behalf have complied with its provisions and will continue to do so pending and subsequent to the award of the Contract by the Board of Supervisors.

4. Antidiscrimination.

(a) In accordance with Section 4.32.010.A of the Los Angeles County Code, all persons employed by the Proposer, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin or sex and in compliance with all anti-discrimination laws of the United States and the State of California. The following policies and procedures shall be in force and effect over the Contract term: (1) a written policy statement prohibiting discrimination in all phases of employment; (2) periodic self-analysis or utilization analysis of Proposer's work force; (3) a system for determining if Proposer's employment practices are discriminatory against protected groups; and (4) where problem areas are identified in employment practices, a system for taking reasonable corrective action to include establishment of goals or timetables;

OR:

(b) Proposer is exempt from the provisions of Section 4.32.010 because the Contract is for the performance of professional, scientific, expert or technical services of a temporary and occasional character involving only a single individual or an individual or a firm employing less than 10 persons in connection with the performance of such Contract.

5. Consideration of GAIN/GROW Participants for Employment. As a threshold requirement for consideration for Contract award, Proposer shall demonstrate a proven record of hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening. Additionally, Proposer shall attest to a willingness to provide employed GAIN/GROW participants access to the Proposer's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and promotional opportunities.

Proposer has a proven record of hiring GAIN/GROW participants (subject to verification; attach proof);

OR:

Proposer is willing to consider GAIN/GROW participants for any future employment opening and to provide employed GAIN/GROW participants access to the Proposer's employee mentoring program, if available.

On behalf of Proposer, I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct:

Partner

Title

Signature

Stuart D. DuVall

Name

Date

July 23, 2008

County of Los Angeles – Community Business Enterprise Program (CBE)

Request for Local SBE Preference Program Consideration and
CBE Firm/Organization Information Form

INSTRUCTIONS: All proposers/bidders responding to this solicitation must complete and return this form for proper consideration of the proposal/bid.

I. **LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:**FIRM NAME: George Hamilton Jones, Inc.☐ I AM NOT☒ I AMA Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid submission. (See attached) State of California☐ As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.

My County (WebVen) Vendor Number: _____

II. **FIRM/ORGANIZATION INFORMATION:** The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.Business Structure: ☐ Sole Proprietorship ☐ Partnership ☒ Corporation ☐ Non-Profit ☐ Franchise
☐ Other (Please Specify) _____Total Number of Employees (including owners): (5) Five

Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:

Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American						
Hispanic/Latino						
Asian or Pacific Islander						
American Indian						
Filipino						
White	4	1				

III. **PERCENTAGE OF OWNERSHIP IN FIRM:** Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/ Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	70 %
Women	%	%	%	%	%	30 %

IV. **CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES:**
If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Dis- advantaged	Disabled Veteran	Expiration Date

V. **DECLARATION:** I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.

Print Authorized Name	Authorized Signature	Title	Date
Stuart D. DuVall		Partner	7-23-2008



PROCUREMENT DIVISION

Office of Small Business and DVBE Certification

707 Third Street, 1st Floor, Room 400 • PO Box 989052

West Sacramento, California 95798-9052 • (800) 559-5529

SB APP 20050722

July 22, 2005

REF# 0006943
GEORGE HAMILTON JONES INC
717 LIDO PARK DR STE D
NEWPORT BEACH CA 92663

Dear Business Person:

Congratulations on your certified small business status with the State of California. Your certification entitles you to benefits under the state's Small Business Participation Program within state contracting, including a five percent bidding preference and special provisions under the Prompt Payment Act.

Certification period

Your certification period for each business type is:

Industry

SERVICE



Annual Submission Requirement

To maintain your certified status, you must annually submit to the Office of Small Business and DVBE Certification (OSDC), proof of annual receipts and proof of employees for your firm and each of your affiliates (if any).

Proof of Annual Receipts

Submit to OSDC, a copy of your firm's and any affiliate firm's ENTIRE federal tax return each year following your certification. Include ALL accompanying schedules, forms, statements, and any other support documents filed with that specific tax return.

If you request a tax filing extension with the Internal Revenue Service, submit to our office a copy of the extension form. When your tax returns are filed, submit a copy of the entire federal tax return to our office.

Proof of Employees

If you have employees whose taxable wages are reported to the California Employment Development Department (EDD) on a quarterly basis, you must annually submit to our office along with your proof of annual receipts, proof of employees for your firm and any affiliates.

We will accept a copy of the EDD's "Quarterly Wage and Withholding Report" (Form DE6) or other format accepted by the EDD. Your employee documents must cover the same four quarters as the tax return you submit for your proof of annual receipts.

If you have out-of-state employees, submit the employee documentation comparable to EDD's "Quarterly Wage and Withholding Report" for the same four-quarter period.

Maintain Your Online Certified Firm Profile

**COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM
CERTIFICATION FORM AND APPLICATION FOR EXCEPTION**

The County's solicitation for this Request for Proposals is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All proposers, whether a contractor or subcontractor, must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the Bidder is excepted from the Program.

Company Name: <u>George Hamilton Jones, Inc.</u>		
Company Address: <u>717 Lido Park Drive, Suite D</u>		
City: <u>Newport Beach</u>	State: <u>California</u>	Zip Code: <u>92663</u>
Telephone Number: <u>949-673-6733</u>		
Solicitation For (Type of Services): <u>Real Estate Appraisal & Consulting</u>		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program is Not Applicable to My Business

- ☐ My business does not meet the definition of "contractor," as defined in the Program, as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- ☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.


- ☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II: Certification of Compliance

- ☒ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name: <u>Stuart J. DuVall</u>	Title: <u>Partner</u>
Signature: 	Date: <u>7.23.2008</u>

CHARITABLE CONTRIBUTIONS CERTIFICATION

George Hamilton Jones, Inc.
Company Name

717 Lido Park Drive, Suite D, Newport Beach, CA 92663
Address

95-3641060
Internal Revenue Service Employer Identification Number

N/A
California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

Check the Certification below that is applicable to your company.

- ☒ Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

OR

- ☐ Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

Stuart D. Duvall
Signature

7.23.2008
Date

Stuart D. Duvall
Name and Title of Signer (please print) Partner

**COMMERCIAL REAL PROPERTY APPRAISAL SERVICES
OFFER TO PERFORM / PRICE PROPOSAL**

Contractor: **Name:** Integra Realty Resources – Orange County
 Address: 29811 Santa Margarita Parkway
 Suite 300
 Rancho Santa Margarita, CA. 92688
 Phone: (949) 709-7200 Ext. 226 **Fax:** (949) 709-7201

To: Santos Kreimann, Acting Director, Department of Beaches & Harbors

Proposer, responding to the Request for Proposals (RFP) issued by the Los Angeles County Department of Beaches and Harbors, offers to provide commercial real property appraisal services in connection with property located within Marina Del Rey Small Craft Harbor on the terms and conditions for the performance of this work that are set forth in the RFP. Such Services shall be performed during a three-year term that at the option of the Director the term may be extended for two additional, consecutive, optional Contract Years. The two one-year options shall be exercised separately in succession.

The rates for these services shall be:

Job Title:	Hourly Rate:	
MAI / Director	One Hundred Seventy Five Dollars	(\$175.00)
Senior Analyst	One Hundred Fifty Dollars	(\$150.00)
Analyst	One Hundred Dollars	(\$100.00)
Researcher	Seventy Dollars	(\$70.00)

The Proposal is subject the following additional conditions: **NONE**
(Conditions which reject, limit, or modify required terms and Conditions of the Contract may cause rejection)

This offer shall be irrevocable for a period of 120 days after the final date for submission.

Proposer is a(n): ~~individual~~ **corporation** ~~partnership or joint venture~~
 ~~limited liability company~~ ~~other:~~

State of organization: California Principal place of business: Rancho Santa Margarita

Out state vendor's authorized agent for service in California

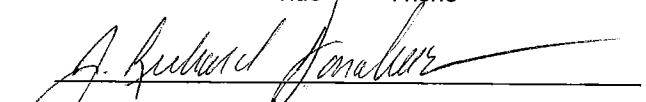
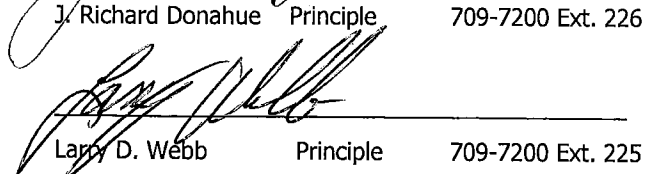
Name: **N.A.** Address: **N.A.** Phone: **N.A.**

The Proposer represents that the person executing this offer and the following persons are individually authorized to commit the Proposer in any manner pertaining to the proposed contract.

J. Richard Donahue Principle (949) 709-7200 Ext. 226
 Name Title Phone

Larry D. Webb Principle (949) 709-7200 Ext. 225
 Name Title Phone

Dated: July 8, 2008 Proposer's s Signature:


 J. Richard Donahue Principle 709-7200 Ext. 226

 Larry D. Webb Principle 709-7200 Ext. 225

WORK PLAN

1. STAFFING PLAN. Provide the requested information about appraisers, key employees and subcontractors. Attach all resumes.

Name	Relationship to Proposer	Classification / Job Title	Responsibilities
Robert Bell	Employee	Director	Supervision, Review, Analysis
Patrick Murphy	Employee	Senior Analyst	Analyst for all property types
Steven Ryder	Employee	Senior Analyst	Analyst for all property types
Diane Lawler	Employee	Analyst	Analyst for most property types
Cathy Williams	Employee	Analyst	Analyst for most property types, researcher
Troy Webb	Employee	Analyst	Analyst for most property types

Scott Davis Employee Analyst Analyst for most property types, researcher

2. PRINCIPAL OWNER(S) OF PROPOSER'S ORGANIZATION

J. Richard Dorahue and Larry D. Webb

3. IDENTIFY PARTNERS/SUBCONTRACTORS:

Principal	Firm name	Relationship to Proposer	Specialty	Address	Phone
J. Richard Dorahue	Integra Realty	Proposer	All types	Same	949/709-7200 - 226
Larry D. Webb	Integra Realty	Partner	All types	Same	949/ 709-7200 -225

4. LICENSES: List staff who hold licenses or registration required by California state law or relevant to performance of the work:

Name	License	License Number
PLEASE REFER TO ADDITIONAL PAGES FORM P-4, Page 3		

5. STATEMENT OF APPROACH TO THE SCOPE OF WORK: Please see additional pages - Form P-2

Please attach a complete description of the approach your firm will take with respect to the Scope of Work identified in the RFP.
Address the following items:

- How the Proposer will perform the Contract work. A narrative discussion of the Proposer's approach to various kinds of assignments and County requirements;
- Proposer's ability and resources to provide the kinds of appraisal consulting services described in Attachment A, Part Two, Statement of Work;
- How the experience of Proposer's staff is specifically related to the services described in Attachment A, Part Two, Statement of Work;
- What level of staff the Proposer would assign to provide the various kinds of services listed in Attachment A, Part Two, Statement of Work;
- Proposer's ability to support the Department before the Board of Supervisors, Small Craft Harbor Commission, Design Control Board, Beach Commission, California Coastal Commission, and other bodies;
- Proposer's ability to serve as an expert witness in court and arbitration proceedings;

- g. Proposer's quality control plan describing the Proposer's procedures for ensuring compliance with the Contract terms and conditions and identifying and preventing unsatisfactory performance of the Contract work, including:
- 1) A plan for reviewing the work of Proposer and Proposer's employees and ensuring its accuracy and compliance with professional standards;
 - 2) A plan for ensuring that interim deadlines, if any, and deliver dates are met; and
 - 3) The methods for identifying and preventing unsatisfactory performance of the Contract work;
- h. Resumes of the firm principal(s), proposed Contractor's Representative (as that position is defined in Attachment A, Part Two, Statement of Work) and other key individuals on Proposer's staff, stating their professional training and specific related experience in the last five years; and
- i. Information on each person (other than clerical support) proposed to provide work on behalf of appraiser under a Contract.

5. ADDITIONAL INFORMATION (Attach pages if necessary):

Signature: _____

Date: July 8, 2008

Title: _____

Principle, Director

QUALITY CONTROL PLAN

1. Who will review documents prepared by your office?

The signatory MAI and the account manager.

2. What steps will you take to correct deficiencies reported by the Department or discovered by your reviewer?

We will discuss the nature of the deficiencies with the staff liaison with the Department and with the staff involved. If it is a deficiency of a global office nature, we will hold a staff meeting to discuss the nature of the deficiency.

3. If the Department complains that work has not been adequately performed and requests immediate correction, how soon will your firm be able to respond?

The Department will have cell phone access to the Proposer, in addition to standard telephone and e-mail access. Any complaint will be addressed and corrected as soon as possible, on a priority basis. Every effort will be made to expedite any needed action as quickly as it can be addressed. This is an important relationship and would be treated as such by the entire staff.

4. If you have a written quality control plan, inspection plan or written procedures for your staff, please attach them.

N.A.

REQUEST FOR PROPOSALS -- PROPOSER'S CERTIFICATION

On behalf of Proposer Integra Realty Resources - Orange County, the undersigned certifies, declares and agrees as follows:

1. **Absence of Any Conflict of Interest.** The Proposer is aware of the provisions of Section 2.180.010 of the Los Angeles County Code and certifies that neither Proposer nor its officers, principals, partners or major shareholders are employees of either the County or another public agency for which the Board of Supervisors is the governing body or a former employee who participated in any way in the development of the Contract or its service specifications within 12 months of the submission of this Proposal.
2. **Independent Price Determination.** The Proposer certifies that the prices quoted in its Proposal were arrived at independently, without consultation, communication, or agreement with any other Proposer for the purpose of restricting competition.
3. **Compliance with County Lobbyist Ordinance.** The Proposer is familiar with the requirements of Chapter 2.160 of the Los Angeles County Code. All persons acting on Proposer's behalf have complied with its provisions and will continue to do so pending and subsequent to the award of the Contract by the Board of Supervisors.

4. **Antidiscrimination.**

(a) In accordance with Section 4.32.010.A of the Los Angeles County Code, all persons employed by the Proposer, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin or sex and in compliance with all anti-discrimination laws of the United States and the State of California. The following policies and procedures shall be in force and effect over the Contract term: (1) a written policy statement prohibiting discrimination in all phases of employment; (2) periodic self-analysis or utilization analysis of Proposer's work force; (3) a system for determining if Proposer's employment practices are discriminatory against protected groups; and (4) where problem areas are identified in employment practices, a system for taking reasonable corrective action to include establishment of goals or timetables;

OR:

(b) Proposer is exempt from the provisions of Section 4.32.010 because the Contract is for the performance of professional, scientific, expert or technical services of a temporary and occasional character involving only a single individual or an individual or a firm employing less than 10 persons in connection with the performance of such Contract.

5. **Consideration of GAIN/GROW Participants for Employment.** As a threshold requirement for consideration for Contract award, Proposer shall demonstrate a proven record of hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening. Additionally, Proposer shall attest to a willingness to provide employed GAIN/GROW participants access to the Proposer's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and promotional opportunities.

Proposer has a proven record of hiring GAIN/GROW participants (subject to verification; attach proof);

OR:

Proposer is willing to consider GAIN/GROW participants for any future employment opening and to provide employed GAIN/GROW participants access to the Proposer's employee mentoring program, if available.

On behalf of Proposer, I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct:

Principle, Director

J. Richard Donahue

Title

Name

Signature

July 8, 2008

Date

**Request for Local SBE Preference Program Consideration and
CBE Firm/Organization Information Form**

INSTRUCTIONS: All proposers/bidders responding to this solicitation must complete and return this form for proper consideration of the proposal/bid.

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

FIRM NAME: Integra Realty Resources - Orange County

☒ I AM NOT ☐ A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid submission.

☐ As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.

My County (WebVen) Vendor Number: _____

II. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure: <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Non-Profit <input type="checkbox"/> Franchise <input type="checkbox"/> Other (Please Specify) _____						
Total Number of Employees (including owners): <u>10</u>						
Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:						
Race/Ethnic Composition	Total Number of Individuals		Male		Female	
	Male	Female	Male	Female	Male	Female
Black/African American						
Hispanic/Latino						
Asian or Pacific Islander						
American Indian						
Filipino						
White	2				5	3

III. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	100 %
Women	%	%	%	%	%	%

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES:

If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Firm Name	Minority	Women	Disadvantaged	Disabled Veteran	Public Agency

V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.

Print Authorized Name	Authorized Signature	Title	Date
J. Richard Donahue	<i>J. Richard Donahue</i>	Director, Principle	July 8, 2008

COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM
CERTIFICATION FORM AND APPLICATION FOR EXCEPTION

The County's solicitation for this Request for Proposals is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All proposers, whether a contractor or subcontractor, must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the Bidder is excepted from the Program.

Company Name: Integra Realty Resources - Orange County		
Company Address: 29811 Santa Margarita Parkway, Suite 300		
City: Rancho Santa Margarita	State: California	Zip Code: 92688
Telephone Number: (949) 709-7200 Ext. 226		
Solicitation For (Type of Services): Real Property Appraisals		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program is Not Applicable to My Business

My business does not meet the definition of "contractor," as defined in the Program, as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.

My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

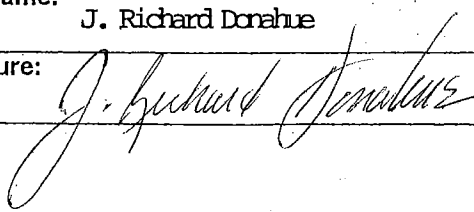
My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II: Certification of Compliance

☒ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name: J. Richard Donahue	Title: Principle, Director
Signature: 	Date: July 8, 2008

CHARITABLE CONTRIBUTIONS CERTIFICATION

Integra Realty Resources - Orange County
Company Name
29811 Santa Margarita Parkway, Suite 300 - Rancho Santa Margarita, CA. 92688
Address
91-2160078
Internal Revenue Service Employer Identification Number
Not Applicable
California Registry of Charitable Trusts "CT" number (If applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

Check the Certification below that is applicable to your company.

☒ Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

OR

☐ Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

J. Richard Donahue
Signature

July 8, 2008

Date

J. Richard Donahue, Principle, Director

Name and Title of Signer (please print)

Form P-1 - Offer to Perform / Price Proposal

Form P-1

**COMMERCIAL REAL PROPERTY APPRAISAL SERVICES
OFFER TO PERFORM / PRICE PROPOSAL**

Contractor: Name: Parkcenter Realty Advisors
Address: 801 North Parkcenter Drive, Suite 210
Santa Ana, CA 92705
Phone: (714) 547-1733 Fax: (714) 972-1492

To: Santos Kreimann, Acting Director, Department of Beaches and Harbors

Proposer, responding to the Request for Proposals (RFP) issued by the Los Angeles County Department of Beaches and Harbors, offers to provide commercial real property appraisal services in connection with property located within the Marina del Rey Small Craft Harbor on the terms and conditions for the performance of this work that are set forth in the RFP. Such services shall be performed during a three-year term that at the option of the Director the term may be extended for two additional, consecutive, optional Contract Years. The two one-year options shall be exercised separately in succession.

The rate(s) for these services shall be:

Job Title:	Hourly Rate:
<u>Project Manager</u>	<u>Two hundred fifty</u> Dollars (\$) <u>250</u>
<u>Senior Staff</u>	<u>Two hundred fifty</u> Dollars (\$) <u>250</u>
<u>Key Staff</u>	<u>One hundred seventy-five</u> Dollars (\$) <u>175</u>
	<u>five</u> Dollars (\$) <u></u>

The proposal is subject to the following additional conditions:
None

(Conditions which reject, limit or modify required terms and Conditions of the Contract may cause rejection)

This offer shall be irrevocable for a period of 120 days after the final date for submission.

Proposer is a(n): individual corporation partnership or joint venture
limited liability company other:

State of organization: California Principal place of business: Santa Ana

Out of state vendor's authorized agent for service of process in California:

Name _____ Address _____ Phone _____

The Proposer represents that the person executing this offer and the following persons are individually authorized to commit the Proposer in any matter pertaining to the proposed Contract:

Christopher N. Hardy, MAI	Marian L. Lamb
Senior Vice President	Vice President
Name _____ Title _____ Phone _____	Name _____ Title _____ Phone _____
714-547-1733	714-547-1733

Dated: 7/2/08

Proposer's signature: _____

Marian L. Lamb
Vice President 714-547-1733
Name _____ Title _____ Phone _____

Proposer's signature: _____

Christopher N. Hardy, MAI
Senior Vice President 714-547-1733
Name _____ Title _____ Phone _____

Form P-2 - Work Plan Page 1

Form P-2
Page 1 of 3

WORK PLAN

1. STAFFING PLAN. Provide the requested information about appraisers, key employees and subcontractors. Attach all resumes.

Name	Relationship to Proposer	Classification / Job Title	Responsibilities
Robert A. Steele	Employee	President/RE Appraiser	Senior Staff Appraiser
Christopher N. Hardy	Employee	Senior VP / RE Appraiser	Project Manager / Senior Staff Appraiser
Clay S. Harris	Employee	Senior VP / RE Appraiser	Senior Staff Appraiser
Marian L. Lamb	Employee	VP / RE Appraiser	Key Staff Appraiser

2. PRINCIPAL OWNER(S) OF PROPOSER'S ORGANIZATION Robert A. Steele, Christopher N. Hardy,
Clay S. Harris, Marian L. Lamb

3. IDENTIFY PARTNERS/SUBCONTRACTORS:

Principal	Firm name	Relationship to Proposer	Specialty	Address	Phone
None					

Form P-2 Page 2

Form P-2
Page 2 of 3

4. **LICENSES:** List staff who hold licenses or registration required by California state law or relevant to performance of the work:

Name	License	License Number
Christopher N. Hardy	California State Certified General	AG003369
Clay S. Harris	California State Certified General	AG003520
Robert A. Steele	California State Certified General	AG00 6307
Marian L. Lamb	California State Certified General	AG014506

5. **STATEMENT OF APPROACH TO THE SCOPE OF WORK:**

Please attach a complete description of the approach your firm will take with respect to the Scope of Work identified in the RFP. Address the following items:

- How the Proposer will perform the Contract work. A narrative discussion of the Proposer's approach to various kinds of assignments and County requirements;
- Proposer's ability and resources to provide the kinds of appraisal consulting services described in Attachment A, Part Two, Statement of Work;
- How the experience of Proposer's staff is specifically related to the services described in Attachment A, Part Two, Statement of Work;
- What level of staff the Proposer would assign to provide the various kinds of services listed in Attachment A, Part Two, Statement of Work;
- Proposer's ability to support the Department before the Board of Supervisors, Small Craft Harbor Commission, Design Control Board, Beach Commission, California Coastal Commission, and other bodies;
- Proposer's ability to serve as an expert witness in court and arbitration proceedings;

LOS ANGELES COUNTY
Department of Beaches and Harbors
Attention: Contracts Section

July 9, 2008
Page 7

Form P-2 Page 3

Form P-2
Page 3 of 3

- g. Proposer's quality control plan describing the Proposer's procedures for ensuring compliance with the Contract terms and conditions and identifying and preventing unsatisfactory performance of the Contract work, including:
- 1) A plan for reviewing the work of Proposer and Proposer's employees and ensuring its accuracy and compliance with professional standards;
 - 2) A plan for ensuring that interim deadlines, if any, and deliver dates are met; and
 - 3) The methods for identifying and preventing unsatisfactory performance of the Contract work;
- h. Resumes of the firm principal(s), proposed Contractor's Representative (as that position is defined in Attachment A, Part Two, Statement of Work) and other key individuals on Proposer's staff, stating their professional training and specific related experience in the last five years; and
- i. Information on each person (other than clerical support) proposed to provide work on behalf of appraiser under a Contract.

5. ADDITIONAL INFORMATION (Attach pages if necessary):

Signature: Theresa L. Lamb

Date: 7-2-08

Title: VICE PRESIDENT

Form P-3 - Quality Control Plan

Form P-3

QUALITY CONTROL PLAN

1. Who will review documents prepared by your office?
Individuals directly involved in the assignment are responsible to review and edit reports prepared. In addition, the office manager also edits all appraisal reports before final publication.
2. What steps will you take to correct deficiencies reported by the Department or discovered by your reviewer?
Immediately upon presentation, deficiencies will be reviewed and corrections made when appropriate.
3. If the Department complains that work has not been adequately performed and requests immediate correction, how soon will your firm be able to respond?
Generally within 48 hours of receiving the complaint, the issues will be reviewed, and a scope of work and timetable will be developed to complete the assignment to the satisfaction of the Department.
4. If you have a written quality control plan, inspection plan or written procedures for your staff, please attach them.
See attached narrative discussion item.

Form P-5 - Request for Proposals - Proposer's Certification

Form P-5

REQUEST FOR PROPOSALS -- PROPOSER'S CERTIFICATION

On behalf of Proposer Parkcenter Realty Advisors, the undersigned certifies, declares and agrees as follows:

1. **Absence of Any Conflict of Interest.** The Proposer is aware of the provisions of Section 2.180.010 of the Los Angeles County Code and certifies that neither Proposer nor its officers, principals, partners or major shareholders are employees of either the County or another public agency for which the Board of Supervisors is the governing body or a former employee who participated in any way in the development of the Contract or its service specifications within 12 months of the submission of this Proposal.

2. **Independent Price Determination.** The Proposer certifies that the prices quoted in its Proposal were arrived at independently, without consultation, communication, or agreement with any other Proposer for the purpose of restricting competition.

3. **Compliance with County Lobbyist Ordinance.** The Proposer is familiar with the requirements of Chapter 2.160 of the Los Angeles County Code. All persons acting on Proposer's behalf have complied with its provisions and will continue to do so pending and subsequent to the award of the Contract by the Board of Supervisors.

4. **Antidiscrimination.**

(a) In accordance with Section 4.32.010.A of the Los Angeles County Code, all persons employed by the Proposer, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin or sex and in compliance with all anti-discrimination laws of the United States and the State of California. The following policies and procedures shall be in force and effect over the Contract term: (1) a written policy statement prohibiting discrimination in all phases of employment; (2) periodic self-analysis or utilization analysis of Proposer's work force; (3) a system for determining if Proposer's employment practices are discriminatory against protected groups; and (4) where problem areas are identified in employment practices, a system for taking reasonable corrective action to include establishment of goals or timetables;

OR:

(b) Proposer is exempt from the provisions of Section 4.32.010 because the Contract is for the performance of professional, scientific, expert or technical services of a temporary and occasional character involving only a single individual or an individual or a firm employing less than 10 persons in connection with the performance of such Contract.

5. **Consideration of GAIN/GROW Participants for Employment.** As a threshold requirement for consideration for Contract award, Proposer shall demonstrate a proven record of hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening. Additionally, Proposer shall attest to a willingness to provide employed GAIN/GROW participants access to the Proposer's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and promotional opportunities.

Proposer has a proven record of hiring GAIN/GROW participants (subject to verification; attach proof);

OR:

Proposer is willing to consider GAIN/GROW participants for any future employment opening and to provide employed GAIN/GROW participants access to the Proposer's employee mentoring program, if available.

On behalf of Proposer, I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct:

VILE PRESIDENT

MARIAN L. LAMB

Title Marian L. Lamb
Signature

Name
7-2-08
Date

Form P-6 - Community Business Enterprise Program

Form P-6

County of Los Angeles - Community Business Enterprise Program (CBE)

**Request for Local SBE Preference Program Consideration and
CBE Firm/Organization Information Form**

INSTRUCTIONS: All proposers/bidders responding to this solicitation must complete and return this form for proper consideration of the proposal/bid.

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

FIRM NAME: Parkcenter Realty Advisors

- ☒ I AM NOT ☐ A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid submission.
- ☐ I AM ☐ As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.

My County (WebVen) Vendor Number: _____

II. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure: <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Non-Profit <input type="checkbox"/> Franchise <input type="checkbox"/> Other (Please Specify) _____						
Total Number of Employees (including owners): <u>5</u>						
Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:						
Race/Ethnic Composition	Owners/Partners/ Associate/Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American						
Hispanic/Latino						
Asian or Pacific Islander		1				
American Indian						
Filipino						
White	3					1

III. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	84 %
Women	%	%	16 %	%	%	%

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES:
If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Dis- advantaged	Disabled Veteran	Expiration Date
N/A					

V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.

Print Authorized Name <u>MARIAN L. LAMB</u>	Authorized Signature <u>Marian L. Lamb</u>	Title <u>VICE PRESIDENT</u>	Date <u>7-2-08</u>
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Form P-7 - Contractor Employee Jury Service Program Certification, etc.

Form P-7

COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM
CERTIFICATION FORM AND APPLICATION FOR EXCEPTION

The County's solicitation for this Request for Proposals is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All proposers, whether a contractor or subcontractor, must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the Bidder is excepted from the Program.

Company Name:	Parkcenter Realty Advisors		
Company Address:	801 North Parkcenter Drive, Suite 210		
City:	Santa Ana	State:	CA Zip Code: 92705
Telephone Number:	(714) 547-1733		
Solicitation For (Type of Services):	Commercial Real Property Appraisal Services		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program is Not Applicable to My Business

- ☐ My business does not meet the definition of "contractor," as defined in the Program, as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- ☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

- ☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II: Certification of Compliance

- ☒ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name: <u>MARIAN L. LAMB</u>	Title: <u>VICE PRESIDENT</u>
Signature: <u>Marian L. Lamb</u>	Date: <u>7-2-08</u>

Form P-8 - Charitable Contributions Certification

Form P-8

CHARITABLE CONTRIBUTIONS CERTIFICATION

Parkcenter Realty Advisors
Company Name
801 North Parkcenter Drive, Suite 210, Santa Ana, CA 92705
Address
33-0371877
Internal Revenue Service Employer Identification Number
N/A
California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

Check the Certification below that is applicable to your company.

- ☒ Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

OR

- ☐ Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

Marian L. Lamb
Signature

7-2-08
Date

MARIAN L. LAMB, VICE PRESIDENT.
Name and Title of Signer (please print)